

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
Department of Boating and Ocean Resources
Honolulu, Hawaii 96813

December 9, 2005

Board of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii

Oahu

Issuance of Right-of-Entry Permit to Hilton Hawaiian Village LLC, Waikiki Oahu, Tax Map Key: (1) 2-3-037: 012, 021; Grant of Easement to the Board of Water Supply Waikiki Oahu, Tax Map Key: (1) 2-3-037: 021; Grant of Easement to Hawaiian Electric Company, Waikiki Oahu, Tax Map Key: (1) 2-3-037: 021

STATUTE:

Sections 171-13, 55, Hawaii Revised Statutes, as amended.

APPLICANT:

Hilton Hawaiian Village LLC (Hilton), a domestic limited liability company, whose business and mailing address is 2005 Kalia Road, Honolulu, Hawaii, 96815.

LOCATION:

Portion of Government lands of Waikiki situated at Honolulu, Oahu, identified by Tax Map Key Numbers: (1) 2-3-037:012, 021, as shown on the attached map labeled **Exhibit "A"**

AREA:

To be determined by a licensed land surveyor.

ZONING:

State Land Use District:
City and County of Honolulu CZO

Urban, Conservation
Public Precinct/Waikiki Special
District

TRUST LAND STATUS:

Section 5(a) lands of the Hawaii Admission Act

DHHL 30% entitlement lands pursuant to the Hawaii State

Constitution: Yes _____ No X

CURRENT USE STATUS:

Vacant and unencumbered.

CHARACTER OF USE:

Right, privilege and authority to construct, maintain and repair a circulation system including discharge piping into the harbor, under and across State-owned lands; Right, privilege and authority to construct, maintain and repair a drainage system including discharge piping into the harbor, under and across State-owned lands; Right, privilege and authority to construct, use, maintain and repair pedestrian walkway, boardwalk, and related amenities, including on State-owned lands; Right, privilege and authority to construct, use, maintain and repair water and sewer lines, including, without limitation, any and all connection points, pipelines, meters, pumps, conduits, and other equipment and appurtenances for water, sewer, and drainage purposes; Right, privilege and authority to construct, use, maintain and repair electrical lines and other equipment necessary to provide electricity.

COMMENCEMENT DATE:

To be determined by the Chairperson.

EASEMENT TERM:

Perpetual.

ANNUAL RENT:

Gratis

CHAPTER 343 – ENVIRONMENTAL ASSESSMENT:

A draft of the environmental assessment has been submitted for approval.

APPLICANT REQUIREMENTS:

Applicant shall be required to provide survey maps and descriptions according to State DAGS standards and at Applicant's own cost.

REMARKS:

On September 22, 1955, the Territory of Hawaii and Kaiser Community Homes ("Kaiser") entered into a deed (the "**1955 Deed**"), attached as Exhibit "B".¹ The 1955 Deed obligated Kaiser or its successors: (1) to dredge and construct the Duke Kahanamoku Lagoon (the "**Lagoon**") and Lagoon abutments, (2) to maintain the Lagoon and culverts and a beach within and around the perimeter of said Lagoon; and (3) to install and maintain electric power for the pumps, operate and maintain necessary pumps and valves to provide circulation of the water in the Lagoon to keep it clean and sanitary at all times. See Deed, ¶¶ B.7, B.9, C.2, C.4 (Exhibit B). The 1955 Deed obligated the Territory to construct the Crescent Beach and Recreation Area, to "permit [Kaiser] to maintain the lagoon and culverts and any beach within and around the perimeter of said lagoon to the extent that the same are located upon land owned by the [Territory]", and to "permit [Kaiser] to install and maintain electric power lines under lands of the [Territory] in the vicinity of said lagoon in locations to be mutually agreed upon for the purpose of furnishing electric power for the pumps to be maintained by [Kaiser]." Deed, ¶¶ B.1, B.6, B.7, B.9 (Exhibit B).

Hilton is the property owner of lands adjacent to the Lagoon, identified with tax map keys (1) 2-6-8:034; (1) 2-6-8: 001, 002, 009, 010, 011, 012, and 013.

Hilton is in the process of redeveloping its property. Hilton, in connection with its redevelopment of its property, obtained two SMA Permits from the City Council of Honolulu, PD-R Permit (File No. 2002/SD-33) (the "**PDR**"), attached hereto as **Exhibit "C"** and Special Management Use Permit (File No. 2002/SMA-19) (the "**SMA**"), attached hereto as **Exhibit "D"**.

The 1955 Deed and the SMA require Hilton to construct and maintain certain improvements to the Lagoon in order to restore it to and maintain it as a safe and sanitary body of water. See Deed, ¶ C.4 (Exhibit B), SMA, ¶ C (Exhibit D). The SMA also requires that the water in the Lagoon comply with the State water quality requirements. See SMA, ¶ C (Exhibit D).

The PDR requires Hilton to construct, install and maintain a pedestrian walkway and the new boardwalk promenade that encircles the Lagoon which extends the Waikiki Promenade and connects the walkway of the Rainbow Tower to the Ala Wai Boat Harbor parking lot. See PDR, ¶¶ 4, 5 (Exhibit C). Additionally, the PDR requires Hilton to construct, install and maintain certain amenities in connection with the walkway including, seating areas, drinking fountains, lighting, and landscaped planting strips with irrigation, shade trees, coconut

¹ The Governor of the Territory of Hawaii signed Executive Order No. 1795 to the Board of Harbor Commissioners on August 1957 for the Ala Wai Boat Harbor. Later, the Governor signed Executive Order No. 2216 on September 1965 withdrawing 22.464 acres (the lagoon and beach).

palms, shrubs and ground cover. See PDR, ¶¶ 4, 5, 6.b(b) (Exhibit C). These improvements are collectively referred to in this document as the "**Land Improvements**".

In order to comply with the requirements set forth in the 1955 Deed and the SMP, Hilton intends to (1) replace the existing pipes within the lagoon with a new circulation system within the Lagoon for inflow and outflow, as shown on the attached **Exhibit "E"**; (2) construct a new pumphouse, as shown on the attached **Exhibit "E"**; and (3) install a new pipeline to carry outflow from the Lagoon into the Makai-Diamond Head corner of the inner harbor basin, as shown on the attached **Exhibit "E"** (collectively the "**Lagoon Improvements**").

Additionally, Hilton intends to construct, install and maintain seven saltwater exploratory wells located around the perimeter of the Lagoon, as shown on the attached **Exhibit "E"** (the "**Wells**") in order to comply with the requirements set forth in the 1955 Deed and the SMP. The BLNR previously granted a Right of Entry Permit Ref. No.: 05D-035 on February 18, 2005 to Hilton for the installation of the Wells. The construction of those wells has not commenced as the Department of Planning and Permitting of the City and County of Honolulu (the "**DPP**") has now required an additional Special Management Area Use Permit for the installation of the Wells and Right of Entry Permit Ref. No. : 05D-035 has lapsed. Therefore, Hilton is resubmitting its request for a right of entry to construct the Wells.

In order to service the Ala Wai Yacht Harbor after the completion of the Waikikian, the Board of Water Supply of the City and County of Honolulu (the "**BWS**") requires the installation of additional water and sewer lines, including, without limitation, any and all connection points, pipelines, meters, pumps, conduits, and other equipment and appurtenances for water, sewer, and drainage purposes, under the public roadway extending from Dewey Lane towards the Ala Wai Harbor as shown in Exhibit "F", the exact location to be worked out with the BWS and the State (the "**Water Line Improvements**"). Hilton intends to construct and install certain water and sewer lines, including, without limitation, any and all connection points, pipelines, meters, pumps, conduits, and other equipment and appurtenances to provide water service to the Ala Wai Yacht Harbor.

Hilton also intends to install electrical lines and other equipment necessary to provide electricity for the construction, maintenance, operation, repair and replacement of the Lagoon Improvements, under the public roadway extending from Dewey Lane towards the Ala Wai Harbor as shown in **Exhibit "F"**, the exact location to be worked out with Hawaiian Electric Company and the State (collectively the "**Electrical Improvements**").

Additionally, Hilton intends to install a new storm drain system on its property which will re-direct storm water from the Hilton Hawaiian Village properties into the Makai-Diamond Head corner of the inner harbor basin as shown on the attached **Exhibit "G"** in order to improve water quality in the Lagoon because currently, the storm water is entering the Lagoon (the "**Drainage Improvements**").

In order to comply with the PDR, Hilton intends to install, construct and maintain the Land Improvements, as shown on **Exhibit "H"** attached hereto.

Hilton requests that the State issue Hilton a continuing right of entry permit in order for Hilton to construct, install and maintain the Lagoon Improvements, the Wells, the Land Improvements, and the Drainage Improvements (collectively the "**Improvements**"). Hilton also requests a right of entry to construct and install the Water Line Improvements and the Electrical Improvements. Hilton also requests that the State issue to the BWS a non-exclusive, perpetual easement to maintain, replace and repair the Water Line Improvements. Hilton also requests that the State grant a non-exclusive, perpetual easement to HECO to maintain, replace and repair the Electrical Improvements.

The State of Hawaii Division of Boating and Ocean Recreation has jurisdiction over the lands on which these improvements will be placed. Hilton has consulted with the staff and they request that the State grant Hilton a right of entry as requested in this submittal. In addition, the DBOR is in support of a grant of easements to the BWS and to HECO. Thus, DBOR requests that a perpetual, non-exclusive easement be granted to the BWS and to HECO for the purpose of operating, maintaining, extending, repairing, replacing, and connecting the Water Line Improvements and the Electrical Improvements, respectively.

Hilton will be expending in excess of \$13 million to install and construct the Improvements. Hilton also will maintain these improvements. In light of the vast amount of money Hilton is investing in the Improvements, and in light of the fact that the intended beneficiaries of the Improvements are the general public, it would be unreasonable to charge Hilton for the right of entry permit. Therefore, it is requested that the right of entry permit be issued to Hilton at gratis.

Applicant has not had a lease, permit, easement or other disposition of State lands terminated within the last five years due to non-compliance with such terms and conditions.

A final environmental assessment has been submitted on November 23, 2005.

There are no pertinent issues or concerns.

RECOMMENDATION:

That the Board authorizes the issuance of the right of entry and the easements set forth below, subject to Applicant fulfilling the Applicant Requirements above:

1. Authorize the issuance of a right of entry to Hilton Hawaiian Village LLC and its contractors covering the subject area under the terms and conditions cited above, which are by this reference incorporated herein and further subject to the following:
 - a. The standard terms and conditions of the most current right-of-entry permit form, as may be amended from time-to-time; and

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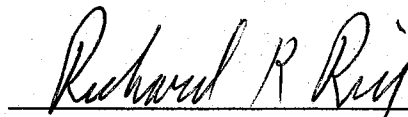
RECOMMENDATION:

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1. Authorize the issuance of a right of entry to Hilton Hawaiian Village LLC and its contractors covering the subject area under the terms and conditions cited above, which are by this reference incorporated herein and further subject to the following:
 - a. The standard terms and conditions of the most current right-of-entry permit form, as may be amended from time-to-time; and

- b. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.
2. Authorize the issuance of a non-exclusive, perpetual easement to the BWS, covering the subject area under the terms and conditions cited above, which are by this reference incorporated herein and further subject to the following:
 - a. The standard terms and conditions of the most current easement form, as may be amended from time-to-time; and
 - b. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.
3. Authorize the issuance of a non-exclusive, perpetual easement to HECO, covering the subject area under the terms and conditions cited above, which are by this reference incorporated herein and further subject to the following:
 - a. The standard terms and conditions of the most current easement form, as may be amended from time-to-time; and
 - b. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

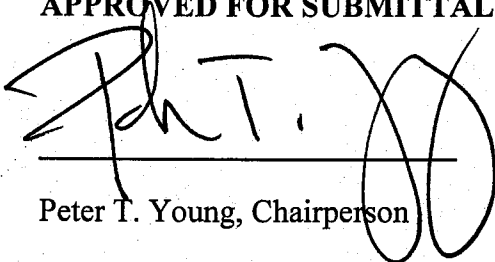
Respectfully Submitted,



Richard K. Rice, Administrator

Attachments

APPROVED FOR SUBMITTAL:


Peter T. Young, Chairperson

(SECOND ORIGINAL)

INDENTURE AND DEED

THIS INDENTURE executed this 22nd day of September, 1955, by and between the TERRITORY OF HAWAII, hereinafter called the "Grantor"; and KAISER COMMUNITY HOMES, a California corporation authorized to do business in the Territory of Hawaii, having its principal place of business and post office address at 14418 Chase Street, Suite B, Panorama City, California, and its office in said Territory at 2005 Kalia Road, Honolulu, Hawaii, hereinafter called the "Grantee",

W I T N E S S E T H:

WHEREAS, Grantor has expended considerable sums of money in the development of Waikiki Beach and desires to expend further public funds in said development by constructing an artificial beach and groin in the area seaward of the land hereinafter described; and

WHEREAS, the construction of said public beach and groin would interfere with the littoral rights appurtenant to the lands of Grantee abutting said area; and

WHEREAS, Grantor is willing to convey to Grantee that certain area, hereinafter described, provided that Grantee will waive and relinquish all claims for compensation or damages against Grantor heretofore made in connection with Grantee's said property, that Grantee will grant, convey, release and relinquish to Grantor all littoral rights appurtenant to or connected with its said lands, that Grantee will agree to the construction of said public

beach and groin, and that the owners of other shore lands abutting said area will do all of the same; and

WHEREAS, by Public Law 199, dated August 1, 1955, Chapter 441, 84th Congress, First Session, the Commissioner of Public Lands of the Territory of Hawaii, with the concurrence of the Board of Harbor Commissioners and the approval of two-thirds of the Board of Public Lands and of the Governor of the Territory of Hawaii, is authorized and empowered to convey to the owners of certain shore lands, of whom the Grantee is one, all or a certain portion of a certain tidelands area described in said Public Law, which tideland area includes the land hereinafter described as Parcel 2, upon the fulfillment of certain conditions; and

WHEREAS, the Board of Harbor Commissioners, at its meeting held September 21, 1955, has concurred in, and two-thirds of the Board of Public Lands of the Territory of Hawaii, at its meeting held September 9, 1955, and the Governor of the Territory of Hawaii, have approved the conveyance of said land, and the conditions referred to have been or are fulfilled by this indenture and by one or more indentures of like tenor made by and between the Grantor and the owners of other shore lands abutting on the tidelands area described in said Public Law;

NOW, THEREFORE, for and in consideration of the release and covenants of and the conveyance by the Grantee, hereinafter set forth, the Grantor does hereby give, grant, bargain and sell unto the Grantee, its successors and assigns, forever and in fee simple, the following property:

PARCEL 2

Being the area lying westerly of and adjacent to Land Court Application 314, situate at Kalia, Waikiki, Honolulu, Oahu, Territory of Hawaii,

Being a portion of the area transferred to the Territory of Hawaii by Presidential Executive Order 1856 dated October 27, 1928.

Being also a portion of the area described in Public Law 199, 84th Congress and approved August 1, 1955.

Beginning at an "X" cut in face of seawall, at the south corner of this parcel of land, being also the west corner of Land Court Application 1653, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 10981.46 feet South and 3555.61 feet East, as shown on Government Survey Registered Map 4070, and running by azimuths measured clockwise from True South:-

1. 151° 56' 75.00 feet;
2. 241° 56' 99.00 feet;
3. Thence on a curve to the left with a radius of 100.00 feet, the chord azimuth and distance being: 200° 45' 141.42 feet;
4. 155° 45' 99.81 feet;
5. Thence on a curve to the left with a radius of 100.00 feet, the chord azimuth and distance being: 110° 45' 141.42 feet;
6. 85° 45' 15.00 feet;
7. 155° 45' 75.00 feet;
8. 243° 24' 30" 310.99 feet along Parcel 1;

Thence along highwater mark of Land Court Application 314 for the next four (4) courses, the direct azimuths and distances between points along said highwater mark being:

9. 325° 00' 35.00 feet;
10. 334° 10' 125.00 feet;
11. 336° 15' 169.00 feet;
12. 334° 00' 93.42 feet to a "T" out in top of stonewall;

13. 61° 39' 60.00 feet along Land Court Application 1653 to a 2 1/2" pipe in concrete;
14. 61° 46' 67.74 feet along Land Court Application 1653 to a spike in face of seawall;
15. 61° 58' 273.86 feet along face of seawall along highwater mark of Land Court Application 1653 to the point of beginning and containing an area of 2.722 acres.

Excepting and reserving, however, all littoral rights of whatsoever nature or kind which are or may be thereunto appertaining.

Together with a perpetual easement over and across courses numbered 2 to 7, inclusive, of the above description of said parcel and any beach abutting upon said courses, for access to the lagoon hereinafter mentioned; provided, however, that such easement for access shall not include the right to erect or maintain any structure over or upon or to make any excavation in said courses or said beach.

And also an easement over and across the makai (westerly) boundaries of the following parcels of land for access to Crescent Beach, hereinafter mentioned, and the sea:

Lot 3, area 82,478 square feet, shown on Map 2 filed in the Office of the Assistant Registrar of the Land Court of the Territory of Hawaii with Land Court Application 264, being a portion of the land described in Transfer Certificate of Title No. 61,396;

The land registered in Land Court Application 624, area 79,596 square feet, shown on Map 2 of said Application filed in said office, being a portion of the land described in Transfer Certificate of Title No. 61,396; and

The land registered in Land Court Application No. 1653, area 83,309 square feet, shown on Map 1, filed in said office, being a portion of the land described in Transfer Certificate of Title No. 61,396.

Provided, however, that said easement for access shall not include the right to erect or maintain any structure over or upon or to make any excavation in said Crescent Beach or the sea.

TO HAVE AND TO HOLD the same together with all of the rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith unto the Grantee, its successors and assigns forever.

GRANTOR and GRANTEE hereby covenant and agree as follows:

A. That Registered Map No. 4070 dated September 21, 1955, filed in the Office of the Surveyor of the Territory of Hawaii, copies of which map have been furnished to the Grantee, has been prepared as an aid to the interpretation of the following covenants and depicts the improvements, intended by the parties that are referred to in the following covenants. In the event that changes are hereinafter made in the following covenants by mutual agreement of the Grantor and the Grantee, said changes, insofar as it is possible so to do, shall be depicted on said map and revised copies thereof shall be furnished to the Grantee.

B. Grantor, for itself, its successors and assigns, hereby covenants and agrees with Grantee as follows:

1. Grantor shall subject to the availability of funds construct Crescent Beach, the approximate location and configuration of which beach is shown on Registered Map No. 4070, and bordered thereon in yellow. Said beach, shall be

approximately 150 feet in width, shall be located on the seaward side of the shoreline lying in front of and between Land Court Application 1653 and Dewey Way, shown on said map, and run seaward (westerly) from said shoreline, as nearly as practicable as shown on Registered Map No. 4070. The Grantor shall permanently maintain said beach after its construction in the general location and configuration shown on Registered Map No. 4070, to the extent that it is able to control the action of natural forces thereupon, and the adjacent swimming area abutting its seaward (southerly) side, which swimming area is shown on Registered Map No. 4070 crosshatched in green, as a public beach and swimming area so long as and to the extent that appropriations are and may from time to time be available therefor. Grantor shall within six (6) months after completion of performance by Grantee under covenants C 2 and C 3 hereof, construct that part of the said Crescent Beach as is shown on Registered Map No. 4070 crosshatched in black and adjacent swimming area.

2. Grantor shall subject to the availability of funds fill the area, marked "Recreation Area" and bordered in pink on Registered Map No. 4070, lying between the above-mentioned Crescent Beach and the southerly side of the Ala Moana Yacht Harbor, with the exception of the lagoon abutments, hereinafter described, within the recreation area, to an elevation not exceeding 7.0 feet above mean lower low water, (+7.0 M.L.L.W.). Except for the portion thereof marked "Proposed Roadway" and shown on Registered Map No. 4070, said filled area shall be used as and for a recreation area, subject to the covenants hereinbelow mentioned.

3. Grantor shall not construct or erect nor permit the construction or erection of any building or structure

exceeding elevation 29 feet above the level of mean lower low water (129.0 M.L.L.W.) on that portion of the recreation area marked "Buildings Area" and crosshatched with brown lines on Registered Map No. 4070, lying westerly of a line across said recreation area parallel to and 1000 feet westerly from course numbered 4 of the description of Parcel 2 hereinabove, which line is marked "Division Line" and shown on Registered Map No. 4070, and any building or structures erected thereon shall be restricted to yacht clubs, swimming clubs, bath houses, sea-food restaurants and outbuildings incidental thereto and such buildings and structures of a like nature as will contribute to the use of said area as a recreation area. No hotels or apartment houses shall be built nor be permitted to be built thereon.

4. Grantor shall not construct or erect nor permit the construction or erection of any building on that portion of said recreation area, marked "No Buildings Area" on Registered Map No. 4070, lying between the Division Line referred to in the preceding paragraph, the lagoon hereinafter described, Crescent Beach, and the southerly side of Ala Moana Yacht Harbor, nor in the area covered by said lagoon, whether or not the same may be filled at some subsequent date.

5. Grantor shall construct, within sixty (60) days of the commencement by the Grantee of the construction of the lagoon and lagoon abutments hereinafter mentioned, and maintain a culvert connecting the sea and the lagoon hereinafter described, with not less than two separated outlets from said culvert in the lagoon, and one or more culverts connecting either or both of those portions of the Ala Moana Yacht Harbor marked "Water Area A" and "Water Area B" and crosshatched in orange on Registered Map No. 4070 and the lagoon hereinafter

described, with not less than two separated inlets to said culvert or culverts in the lagoon, for the purpose of permitting adequate water circulation through said lagoon.

6. Grantor shall permit Grantee to maintain said lagoon and culverts and any beach within and around the perimeter of said lagoon to the extent that the same are located upon land owned by the Grantor.

7. Grantor shall, within three (3) months after the completion by the Grantee of the lagoon and lagoon abutments hereinafter mentioned, construct a sand beach not less than 75 feet in width (save where the same abuts the Proposed Roadway shown on said Registered Map No. 4070 in which segment said beach may be narrower) contiguous to and around the exterior of the perimeter of the lagoon hereinafter described in approximately the manner shown for said beach, marked "Lagoon Beach" and colored in blue on said Registered Map No. 4070, and shall cover the floor of said lagoon with sand for a width of not less than 75 feet contiguous to and around the interior of the perimeter of said lagoon.

8. Grantor shall, within two (2) weeks of the date hereof or the execution of a similar indenture and deed by the owners of Lot B, Land Court Application No. 1549 (whichever date is later), furnish the Grantee final engineering plans and specifications for the dredging and construction of the lagoon and lagoon abutments to be dredged and constructed by the Grantee, hereinafter mentioned.

9. Grantor shall permit Grantee to install and maintain electric power lines under lands of the Grantor in the vicinity of said lagoon in locations to be mutually agreed upon for the purpose of furnishing electric power for the pumps to be maintained by Grantee, as hereinafter provided.

C. Grantee, for itself, its successors and assigns, hereby covenants and agrees with Grantor as follows, these covenants to run with the land described as Parcel 2, hereinabove:

1. Grantee consents to the construction of said Crescent Beach, recreation area, lagoon and lagoon beach, hereinabove or hereinafter mentioned. Grantee also consents to the demolition and removal of the pier shown and marked "Pier" on Registered Map No. 4070, in the filling and construction of said Crescent Beach.

2. Grantee shall within six (6) months after the Grantor has furnished it with final engineering plans and specifications therefor dredge and construct a lagoon and lagoon abutments in accordance with said plans and specifications. The lagoon shall be dredged to a depth of not less than 7.7 feet (-7.7 M.L.L.W.) and not more than 12 feet (-12.0 M.L.L.W.), and shall be in the approximate location and configuration shown on the attached map as "Lagoon" and colored in green thereon. Said lagoon shall be of a maximum length, in an easterly-westerly direction, of 650 feet and a maximum width, in a northwesterly-southeasterly direction, of 450 feet. The perimeter of said lagoon, as shown on said Registered Map No. 4070 except along the northwesterly segment of the same near the proposed roadway, represents the mean low water mark of the same. The abutments around the exterior perimeter of said lagoon to be constructed by the Grantee shall be composed of fill evenly sloped from the perimeter of said lagoon to a level of not more than 6 feet above mean lower low water (+6.0 M.L.L.W.) at a distance of not more than 75 feet from said perimeter (or at the southerly line of the proposed roadway where the same is closer than 75 feet to said

perimeter) and thence at the same level for an additional distance of 50 feet (except to the extent that the full additional distance of 50 feet cannot be obtained within the limits imposed by the southerly line of the proposed roadway and the southerly courses, numbered 13 through 15, of the above description of Parcel 2).

3. Grantee shall, within the period mentioned next above, fill the area described in Parcel 2 hereinabove to the approximate grade of the Grantee's properties adjoining it on the easterly and southerly sides of the same, save within the area thereof to be covered by a portion of the lagoon beach, where the grade shall slope to mean low water mark of the lagoon. Any material dredged in constructing said lagoon in excess of that necessary for constructing the lagoon abutments may be used by Grantee for the purpose of filling Parcel 2 and for the purpose of filling Parcel 1 if permitted by the owners thereof.

4. The Grantee, within one (1) month after completion of performance by Grantor under covenants B 5 and B 7 hereof, shall install and thereafter, subject only to the provisions of paragraph D 1, hereinbelow, shall perpetually operate and maintain necessary pumps and valves, to be situated on the property of the Grantor in locations mutually agreed upon, to provide circulation of water in said lagoon adequate to keep the same clean and sanitary at all times.

D. It is mutually covenanted and agreed by the Grantor and Grantee, that:

1. In the event that satisfactory maintenance of the lagoon proves to be physically impracticable by reason of excessive costs or inability to maintain proper sanitary conditions therein the foregoing covenants numbered B 5, B 6, and C 4 shall be terminated and the Grantor and Grantee

shall have no further obligation with respect thereto.

In such event, the Grantor shall, however,

- (a) Fill the lagoon and lagoon beach to the grade of the surrounding properties. The lagoon shall then become a part of the "No Buildings" portion of the recreation area, and the easement hereinabove granted for access to the lagoon shall become an easement for access to said recreation area.
- (b) Convey to the Grantee, its successors and assigns a non-exclusive easement for foot passage 20 feet wide from the junction of courses numbered 7 and 8 of the description of Parcel 2, hereinabove described, along, contiguous to and on the westerly side of courses numbered 1 to 7, inclusive, of said description of Parcel 2, hereinabove described, for access to Crescent Beach and the sea; provided, however, that said easement shall not include the right to erect or maintain any structure over or upon or to make any excavation in the area covered by said easement.

2. That certain agreement known as the Waikiki Agreement entered into on October 19, 1928, between Grantor and various property owners, including Grantee's predecessors in title, said agreement being recorded in the Bureau of Conveyances of the Territory of Hawaii in Book 1047, Pages 176-202, and noted on Transfer Certificate of Title Nos. 58110 and 61396 issued to the Grantee, is hereby and herewith terminated as between the Grantor and Grantee.

3. Grantor's obligation to perform those covenants under B, above, as to which a time limit for performance is stated shall be subject to its ability to perform the same

with funds currently available therefor, to wit, the sum of One Hundred Forty Thousand Dollars (\$140,000.00).

And in consideration of the foregoing conveyance by and covenants of the Grantor, the Grantee hereby gives, grants, bargains, sells, conveys, releases and relinquishes unto Grantor any and all littoral rights appurtenant to the following shoreline properties of the Grantee, bordering on the land described as Parcel 2 above and upon a portion of Crescent Beach:

1. Any and all littoral rights appurtenant to Lot 85, area 344,453 square feet, as shown on Map 3 filed in the Office of the Assistant Registrar of the Land Court of the Territory of Hawaii with Land Court Application No. 314 of John Sna Estate Trustees, being all of the land described in Transfer Certificate of Title No. 58,110 issued to the Grantee.

2. Any and all littoral rights appurtenant to Lot 3, area 82,473 square feet, as shown on Map 2 filed in the Office of the Assistant Registrar of the Land Court of the Territory of Hawaii with Land Court Application No. 264 of Frances Tasmania Bickerton, being a portion of the land described in Transfer Certificate of Title No. 61,396 issued to the Grantee.

3. Any and all littoral rights appurtenant to that certain parcel of land being all of the land registered in Land Court Application No. 624 of Sophie Cressaty, area 79,596 square feet, as shown on Map 2 filed in the Office of the Assistant Registrar of the Land Court of the Territory of Hawaii with said Land Court Application, being a portion of the land described in Transfer Certificate of Title No. 61,396, issued to the Grantee.

4. Any and all littoral rights appurtenant to that certain parcel of land being all of the land registered in Land Court Application No. 1653 of Associated Hotels (Hawaii) Limited, area 23,309 square feet, as shown on Map 1 filed in the Office of the Assistant Registrar of the Land Court of the Territory of Hawaii with said Land Court Application, being a portion of the land described in Transfer Certificate of Title No. 61,396 issued to the Grantee.

Excepting and reserving, however, from the conveyance of any and all littoral rights under items 2, 3 and 4 above, a perpetual easement for access across the makai (westerly) boundaries of the lands described therein for access to Crescent Beach and the sea; but without including as part of said easement the right to erect or maintain any structure over or upon or to make any excavation in said Crescent Beach abutting said makai boundaries or the sea; said easement being the same easement hereinabove granted by the Grantor to the Grantee.

TO HAVE AND TO HOLD the same together with all rights and privileges belonging or appertaining thereto unto the Grantor, its successors and assigns, forever.

And Grantee for itself, its successors and assigns does hereby remise, release and forever discharge Grantor, its successors and assigns of and from any and all manner of action or actions, cause and causes of action, suits, controversies and trespasses, damages, claims and demands of whatsoever kind or nature to, against or in connection with the property of Grantee, hereinabove described, the littoral rights of which are hereinabove conveyed by the Grantee to the Grantor, heretofore claimed or existing, in law or equity, which the Grantee has had by reason of any matter, cause or

thing whatsoever having been done or omitted to be done by the Grantor.

IN WITNESS WHEREOF, the TERRITORY OF HAWAII has caused these presents to be duly executed by Marguerite K. Ashford, its Commissioner of Public Lands, and countersigned by Samuel Wilder King, Governor of Hawaii, A. D. Castro, Chairman, Board of Public Lands of the Territory of Hawaii, and Ben E. Nutter, Chairman, Board of Harbor Commissioners, pursuant to the authority so to do in them vested by the aforesaid Public Law 199, dated August 1, 1955, Chapter 441, 84th Congress, First Session, and all other laws enabling them so to do, and KAISER COMMUNITY HOMES has caused these presents to be executed and its corporate seal to be hereunto affixed by its proper officer in that behalf duly authorized, on the day and year first above written.

TERRITORY OF HAWAII

By Marguerite K. Ashford
Commissioner of Public Lands

Grantor

KAISER COMMUNITY HOMES

By Henry James
Its Chairman of the Board

Grantee

COUNTERSIGNED:

Samuel Wilder King
Governor, Territory of Hawaii

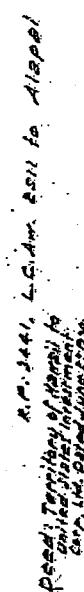
A. D. Castro
Chairman, Board of Public Lands

Ben E. Nutter
Chairman, Board of Harbor
Commissioners

APPROVED AS TO FORM

Cecilia R. Ashford
Special Counsel, Attorney General, Territory of Hawaii
OK encl 1/2 -14-
att 1/2

EXHIBIT B
Page 14 of 15





CITY COUNCIL

CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII

02-226, CD1, FDI

No. _____

RESOLUTION

APPROVING A CONCEPTUAL PLAN FOR A PLANNED DEVELOPMENT-RESORT PROJECT FOR THE CONSTRUCTION OF A HIGH-RISE TOWER AND OTHER IMPROVEMENTS AT HILTON HAWAIIAN VILLAGE, WAIKIKI, OAHU.

WHEREAS, the Department of Planning and Permitting (DPP) on May 3, 2002, accepted the application of Hilton Hotels Corporation (File No. 2002/SDD-33), herein referred to as the Applicant, for a Planned Development-Resort Permit (PD-R) to construct a new tower (about 350 feet in height) containing about 350 timeshare/hotel units and support facilities, including a new parking garage with about 120 parking spaces, and other improvements including a new restaurant, wedding chapel, and swimming pool, located at 2005 Kalia Road, Waikiki, Oahu and identified as Tax Map Keys: 2-6-8: 1-3, 5, 7, 12, 19-21, 23, 24, 27, 31, 34, 37, and 38; 2-6-9: 1-3, 7, 9-13 (the "Project"); and

WHEREAS, on June 28, 2002, the DPP held a public hearing on the application which was attended by representatives of the Applicant and its agent, and about 150 other individuals, of whom 48 provided testimony; and

WHEREAS, the conceptual plan for the Project was presented to the DPP's Design Advisory Committee for its recommendations; and

WHEREAS, on July 15, 2002, the DPP, having duly considered all evidence and reports of said public hearing and the review guidelines as established in Sections 21-2.110-2 and 21-9.80-4(d) of the Land Use Ordinance (LUO), completed its report and transmitted its findings and recommendation of approval to the City Council by Departmental Communication No. 680 (2002); and

WHEREAS, the conceptual plan for the Project is set forth in the exhibits attached hereto as Exhibits A through F and Exhibits MA/PDR-1 through SMA/PDR-19, and is further described in Departmental Communication No. 680 (2002), all of which are incorporated herein by this reference; and

RESOLUTION

WHEREAS, the Council, having received the findings and recommendation of DPP on July 15, 2002, and having duly considered the matter, desires to approve the conceptual plan for the Project, subject to the conditions enumerated below; now, therefore,

BE IT RESOLVED by the Council of the City and County of Honolulu that the conceptual plan for the Planned Development-Resort Project at Hilton Hawaiian Village is approved under the following conditions:

1. The maximum permitted floor area for the Hilton Hawaiian Village (HHV) shall be 3,205,349 square feet or a floor area ratio (FAR) of 3.01, whichever is greater.
2. The maximum permitted encroachment into the transitional height setback for the three Waikikian parcels of HHV (Tax Map Keys 2-6-9: 2, 3 and 10) shall not exceed 18 feet at the mauka-Ewa corner of the proposed high-rise tower.
3. The 25 parcels (tax map keys) of the HHV site, identified herein, shall be considered and treated as one zoning lot for development purposes.
4. The Applicant, at its own expense, shall construct, in coordination with and in compliance with the requirements of all applicable public agencies, the following: (1) improvements to Dewey Lane; (2) signalized intersection at Dewey Lane and Ala Moana Boulevard; (3) pedestrian plaza at the corner of Dewey Lane and Ala Moana Boulevard; and (4) pedestrian walkways and associated areas along Dewey Lane and around the Hilton Lagoon.
5. The Applicant shall be responsible for the maintenance of all constructed improvements not otherwise accepted by the City/State for maintenance.
6. Prior to submitting any building permit applications, the Applicant shall submit REVISED PLANS for DPP review and approval, which include the following:



CITY COUNCIL

CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII

02-226, CDI, FDI

No. _____

RESOLUTION

- a. Provide fifteen (15) on-site parking stalls at reduced rates for the general public use;
- b. Provide preliminary plans for an extension of the Waikiki Promenade that encircles the Hilton Lagoon and connects the walkway of the Rainbow Tower to the Ala Wai Boat Harbor parking lot. (The promenade shall contain amenities, i.e., seating areas, drinking fountains, lighting, and landscaped planting strips with irrigation, shade trees, coconut palms, shrubs, and groundcover. The promenade also shall include, and the Applicant shall grant, public access to a restroom facility to be located at the swimming pool or restaurant area along the promenade.); and
- c. Provide preliminary plans for signage for public parking at reduced rates and public beach access fronting and along the Dewey Lane pedestrian walkway.

The Applicant shall implement the revised plans, as approved by DPP.

7. The Applicant shall be responsible for providing a traffic analysis to improve traffic flow along Ala Moana Boulevard and streets surrounding the Hilton Hawaiian Village in an effort to minimize potential congested conditions. Prior to the issuance of any building permit, the Applicant shall obtain the review and written approval from the DPP, Traffic Review Branch, for the requested traffic analysis. The Applicant shall implement all traffic improvements recommended by the approved analysis that mitigate traffic conditions attributable to the Hilton Hawaiian Village.
8. The Applicant shall be responsible for providing a traffic management plan to identify and implement mitigative traffic control measures for events that may cause traffic or parking problems on the surrounding streets. Prior to occupancy, the Applicant shall obtain the review and written approval from the DPP, Traffic Review Branch, for the



CITY COUNCIL

CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII

02-226, CD1, FD1

No. _____

RESOLUTION

traffic management plan. The Applicant shall implement the approved plan.

9. Prior to submitting any building permit applications, the Applicant shall submit to the DPP, for review and approval, permit applications for park dedication and pedestrian and vehicular access easements along Dewey Lane. The Applicant shall implement the dedications and easements.
10. Building permit plans, including REVISIONS, shall be submitted to the DPP for review and approval, and shall include:
 - a. Parking plans showing the location of on-site parking stalls for the use of the general public;
 - b. Construction plans for a pedestrian walkway with amenities around the Hilton Lagoon; and
 - c. Construction plans for public parking at reduced rates and public beach access signs.

The Applicant shall implement the approved plans.

11. Approval of this resolution does not constitute compliance with other Land Use Ordinance or governmental agencies' requirements, including building permit approval. They are subject to separate review and approval. The Applicant shall be responsible for ensuring that the final plans for the Project comply with all applicable Land Use Ordinance and other governmental provisions and requirements. The Applicant shall comply with the park dedication requirements of RCH Chapter 22, Article 7, and for purposes of those requirements the new tower and all units therein shall be considered a "multiple-family development," notwithstanding the subsequent use of any units therein as hotel units.
12. The Project shall receive a building permit for the proposed development within five years of the date of this resolution. Failure to obtain a building permit within this



CITY COUNCIL

CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII

02-226, CDI, FDI

No. _____

RESOLUTION

period shall render null and void this resolution and all approvals issued hereunder, provided that this period may be extended as follows: The Director of Planning and Permitting may extend this deadline if the Applicant demonstrates good cause, but the deadline shall not be extended beyond one year from the initial deadline without the approval of the City Council, which may grant or deny the approval in its complete discretion. If the Applicant requests an extension beyond one year from the initial deadline and the Director finds that the Applicant has demonstrated good cause for the extension, the Director shall prepare and submit to the Council a report on the proposed extension, which report shall include the Director's findings and recommendations thereon and a proposed resolution approving the extension. The Council may approve the proposed extension or an extension for a shorter or longer period, or deny the proposed extension, by resolution. If the Council fails to take final action on the proposed extension within the first to occur of: (i) 60 days after receipt of the Director's report; or (ii) the Applicant's then-existing deadline for obtaining a building permit, the extension shall be deemed to be denied.

13. The Project shall conform to the conceptual plan approved hereby and all conditions established herein. Any change to the conceptual plan shall require a new application and approval by the Council. The Director of Planning and Permitting may approve changes to the Project that do not significantly alter the size or nature of the Project, if the changes remain in conformance with the conceptual plan and the conditions herein.

BE IT FURTHER RESOLVED that the Council finds as follows with respect to the conceptual plan for the Project, as conditioned herein:

1. The project concept, as a unified plan, is in the general interest of the public;



CITY COUNCIL

CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII

02-226, CDI, FDI

No. _____

RESOLUTION

2. Requested project boundaries and design flexibility to exceed the density (floor area) standards and encroach into the precinct transitional height setbacks are consistent with the Waikiki Special District objectives set forth in ROH Section 21-9.80-1 and the provisions of ROH Sec. 21-9.80-4(d);
3. Requested flexibility to exceed the density (floor area) standards and encroach into the precinct transitional height setbacks is commensurate with the public amenities proposed; and
4. The public amenities proposed will produce timely, demonstrable benefits to the community and the stability, function, and overall ambiance and appearance of Waikiki.
5. There is no conflict with the visitor unit limits for Waikiki as set forth under ROH Chapter 24.

RESOLUTION

BE IT FINALLY RESOLVED by the Council of the City and County of Honolulu that the Clerk be and is directed to transmit copies of this resolution to the Department of Planning and Permitting; Department of Transportation Services; Department of Land and Natural Resources, Division of Boating and Ocean Recreation; 333 Queen Street, Suite 300, Honolulu, Hawaii 96813; Department of Transportation, Highways Division, 869 Punchbowl Street, Honolulu, Hawaii 96813; and Hilton Hawaiian Village, 2005 Kalia Road, Honolulu, Hawaii 96815.

INTRODUCED BY:

John DeSoto (BR)

DATE OF INTRODUCTION:

July 17, 2002

Honolulu, Hawaii

Councilmembers

(OCS/080602/ct)

7

CITY COUNCIL
CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII

I hereby certify that the foregoing RESOLUTION was adopted by the COUNCIL OF THE CITY AND COUNTY OF HONOLULU on the date and by the vote indicated to

Eve G. Wong
EVE G. WONG
CITY CLERK

John DeSoto
JOHN DeSOTO
CHAIR AND PRESIDING OFFICER

Dated 8/7/02

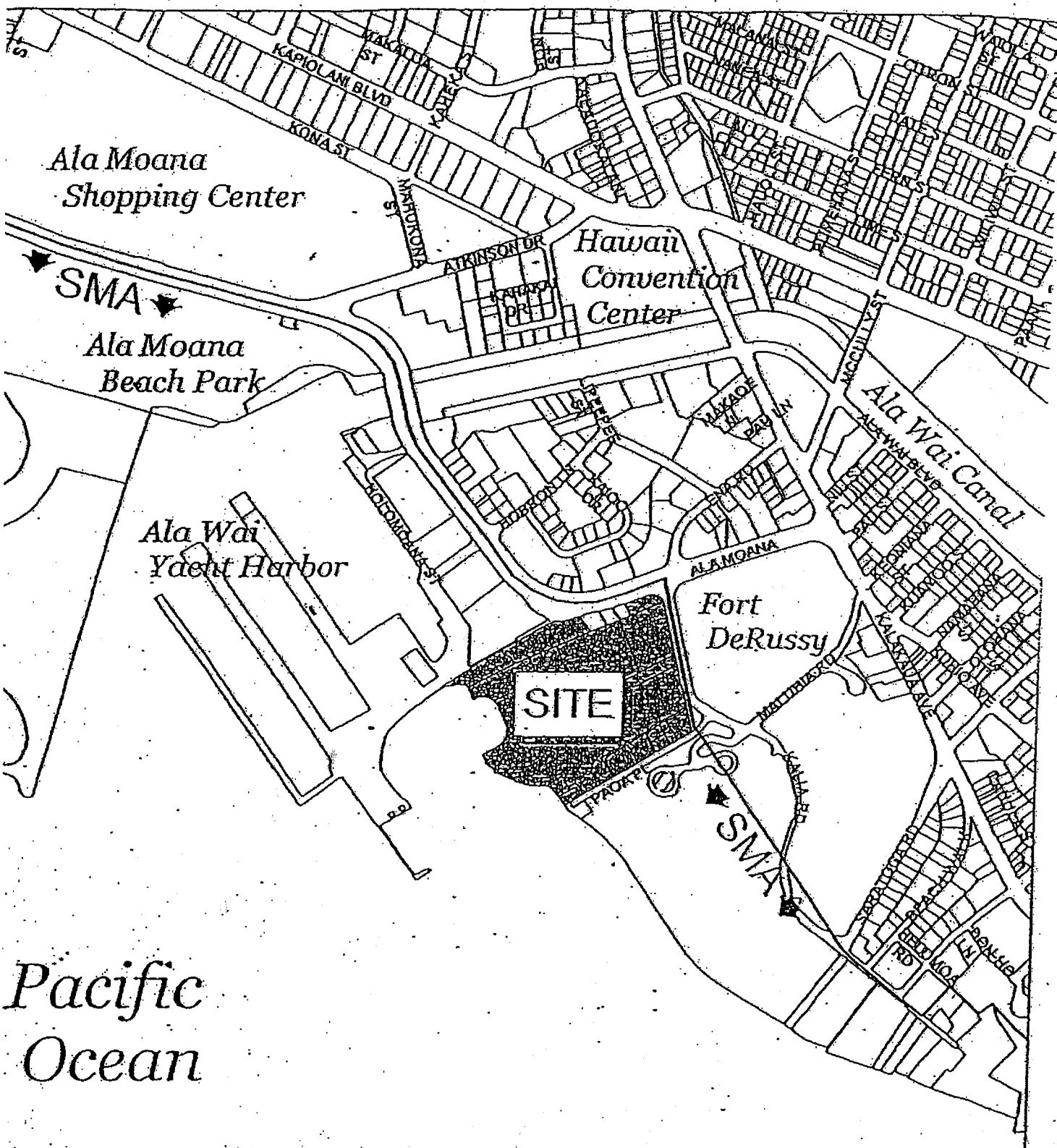
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8/7/02			
	AYE	NO	AB
BAINUM	X		
BUNOA	X		
CACHOLA	X		
DeSOTO	X		
FELIX	X		
HOLMES	X		
KOBAYASHI	X		
OKINO	X		
YOSHIMURA	X		
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Reference:

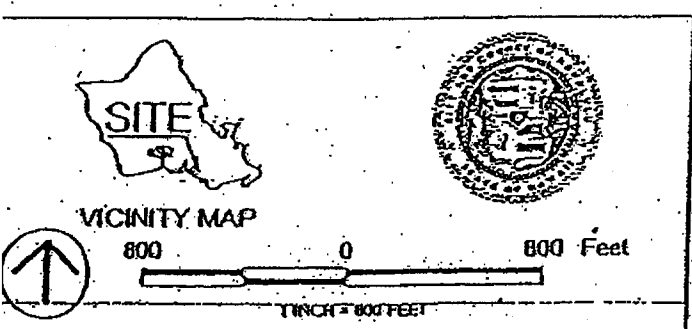
Report No. Z-382

Resolution No.

02-226, EXHIBIT C
CDI, FDI Page 7 of 31



Pacific
Ocean



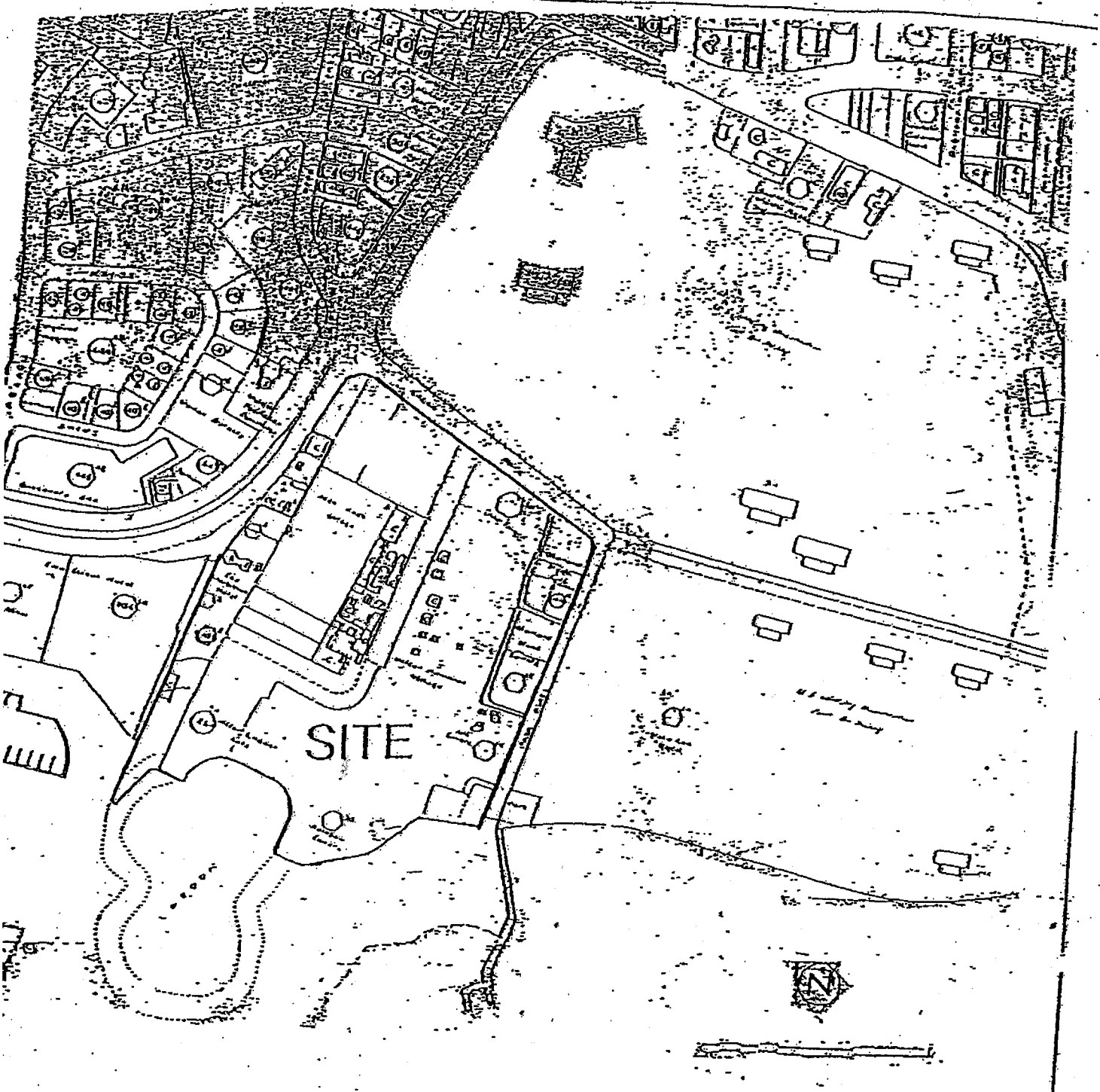
LOCATION / SMA MAP WAIKIKI EXHIBIT A and D

TAX MAP KEYS: 2-6-8: 1-3, 5, 7, 12, 19-21,

23, 24, 27, 31, 34, 35 EXHIBIT C

2-6-9: 1-3, 7, 9, 10-11 Page 8 of 31

FOLDER NO.: 2002/SMA-19 & 2002/SCD-33



LEGEND

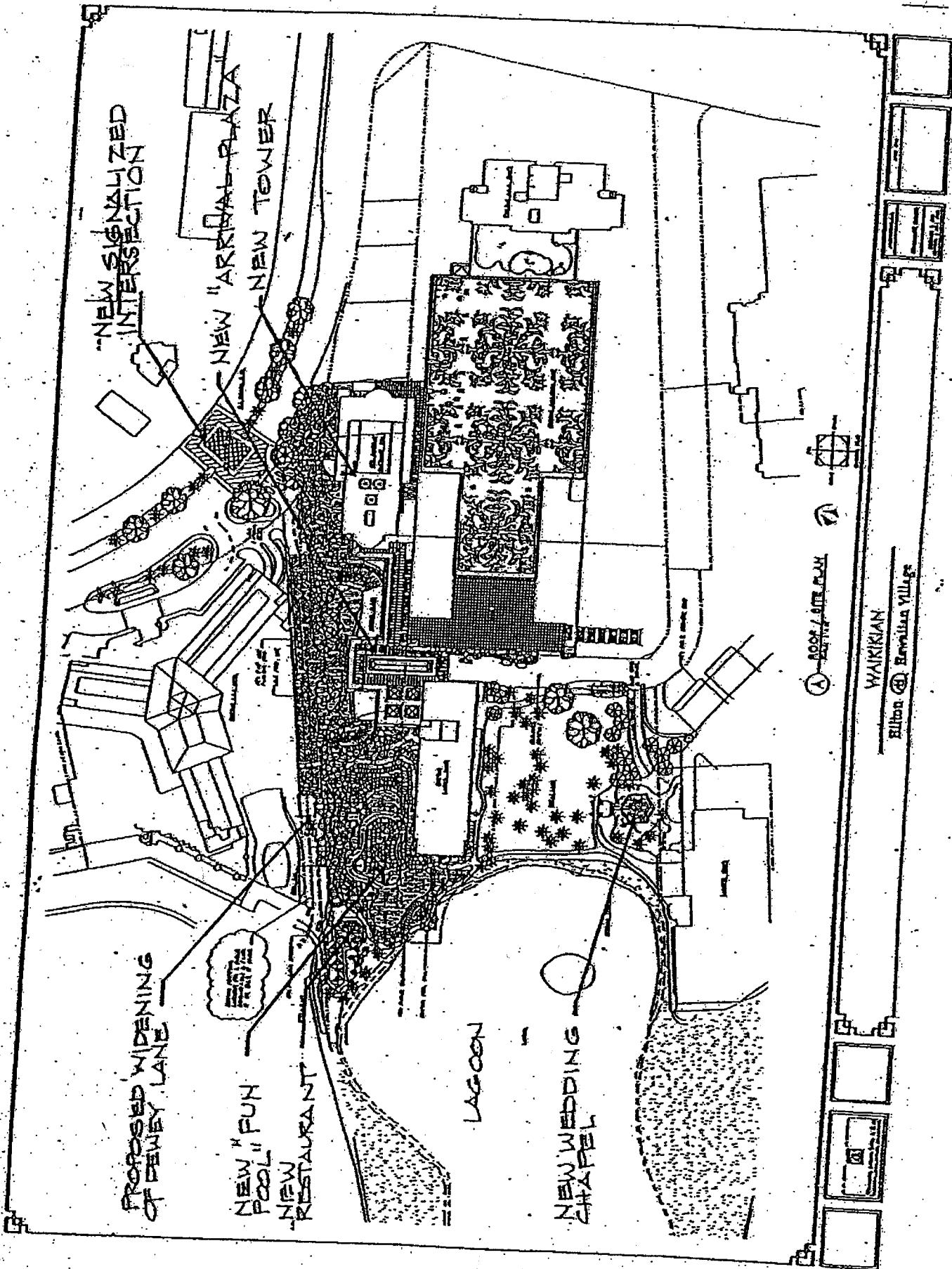
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SINGLE-FAMILY		PARKS & RECREATION
TWO-FAMILY		CEMETERIES
MULTI-FAMILY		TRANSPORTATION
CONDO-HOTEL		UTILITIES
HOTEL		MILITARY
COMMERCIAL		VACANT
INDUSTRIAL		UNDER CONSTRUCTION
AGRICULTURAL		
PUBLIC FACILITIES		

PORTION OF LAND USE MAP WAIKIKI - DIAMOND HEAD

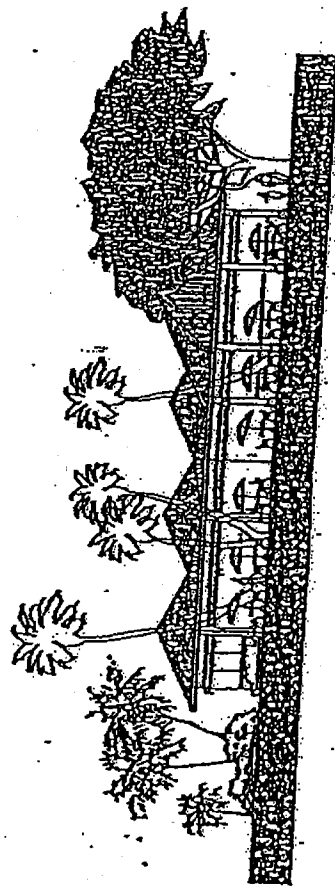
EXHIBIT C

EXHIBIT C
Page 10 of 31

TAX MAP KEYS: 2-6-8: 1-3, 5, 7, 12, 19-21,
23, 24, 27, 31, 34, 37, 38
2-6-9: 1-3, 7, 9, 10, 11



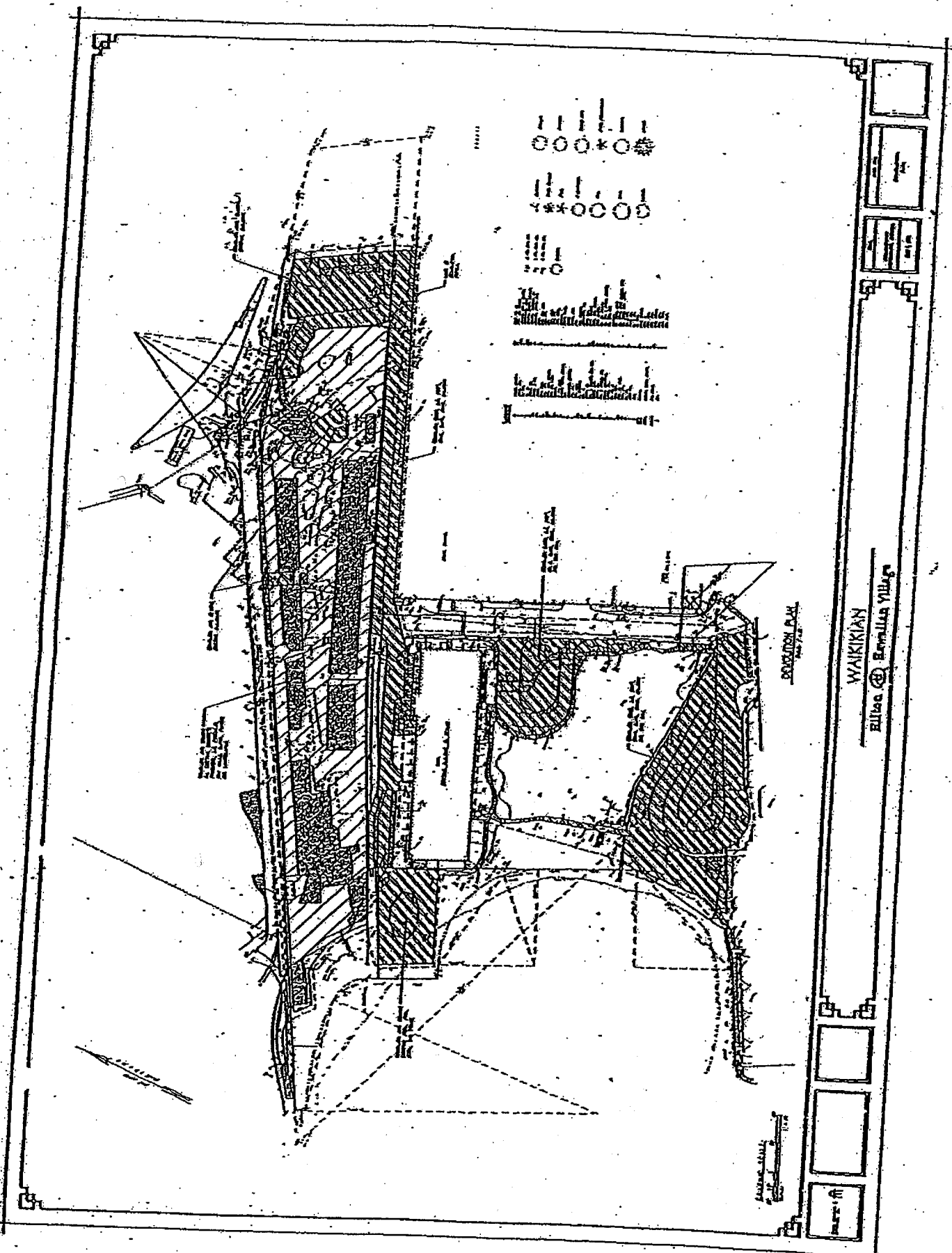
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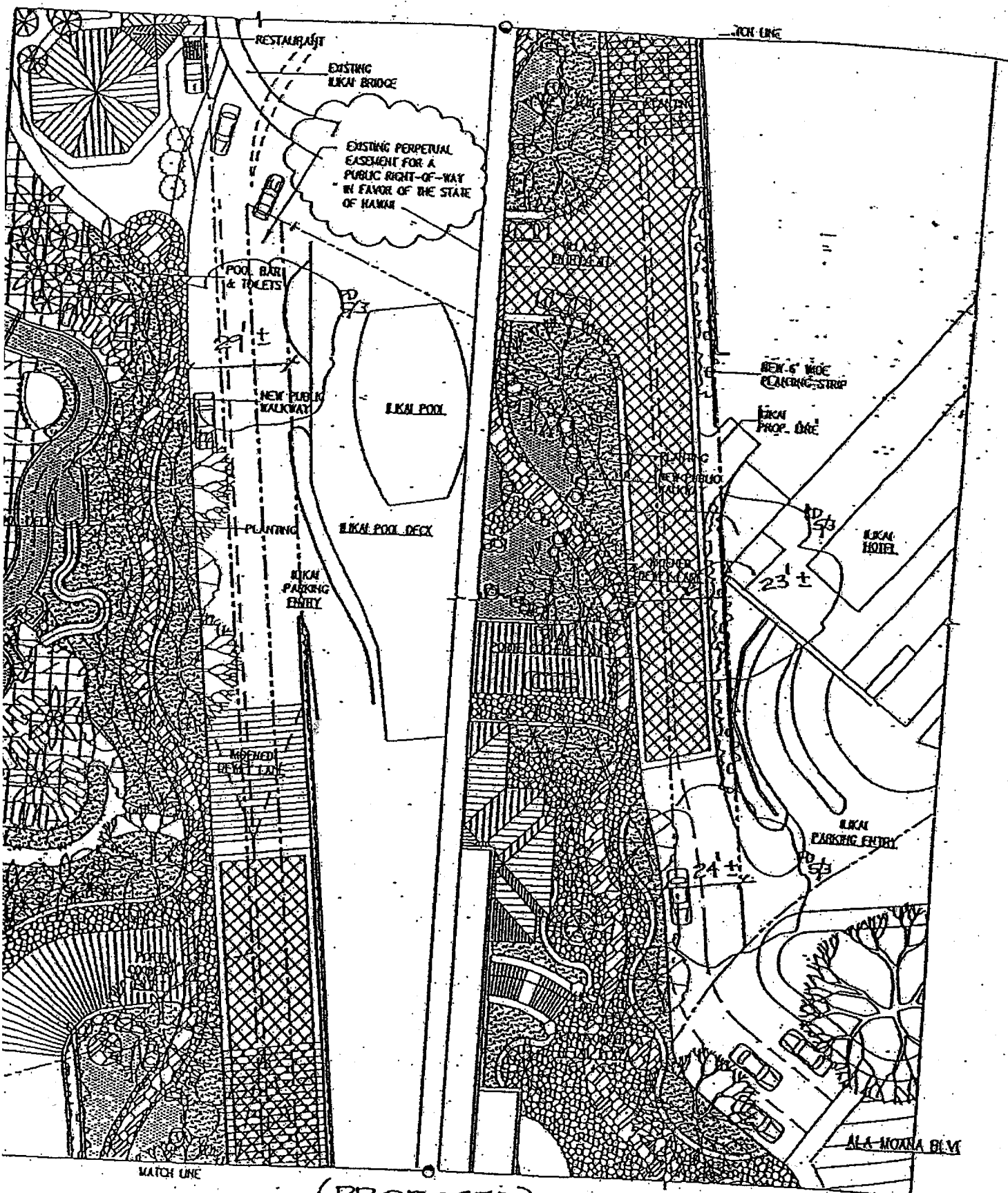


① RESTAURANT ELEVATOR

WAIKIKIAN

Ellen @ Banning Village

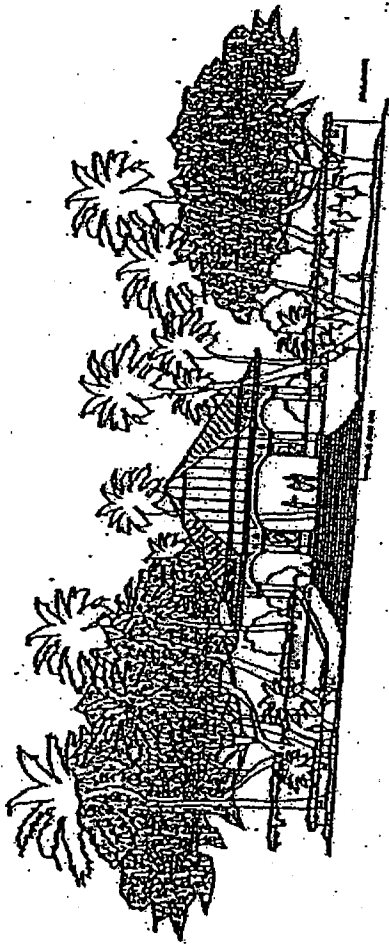




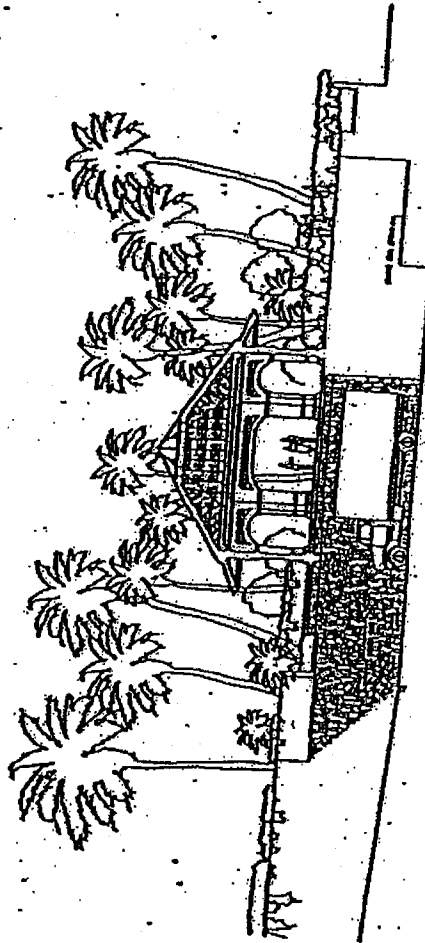
(PROPOSED)
NEW DEWEY LANE PLAN

SCALE: 1"=40'

EXHIBIT C
Page 17 of 31



① WEDDING CHAPEL ELEVATION



② WEDDING CHAPEL SECTION

WAIKIKIAN
Hilton @ Bora Bora Village

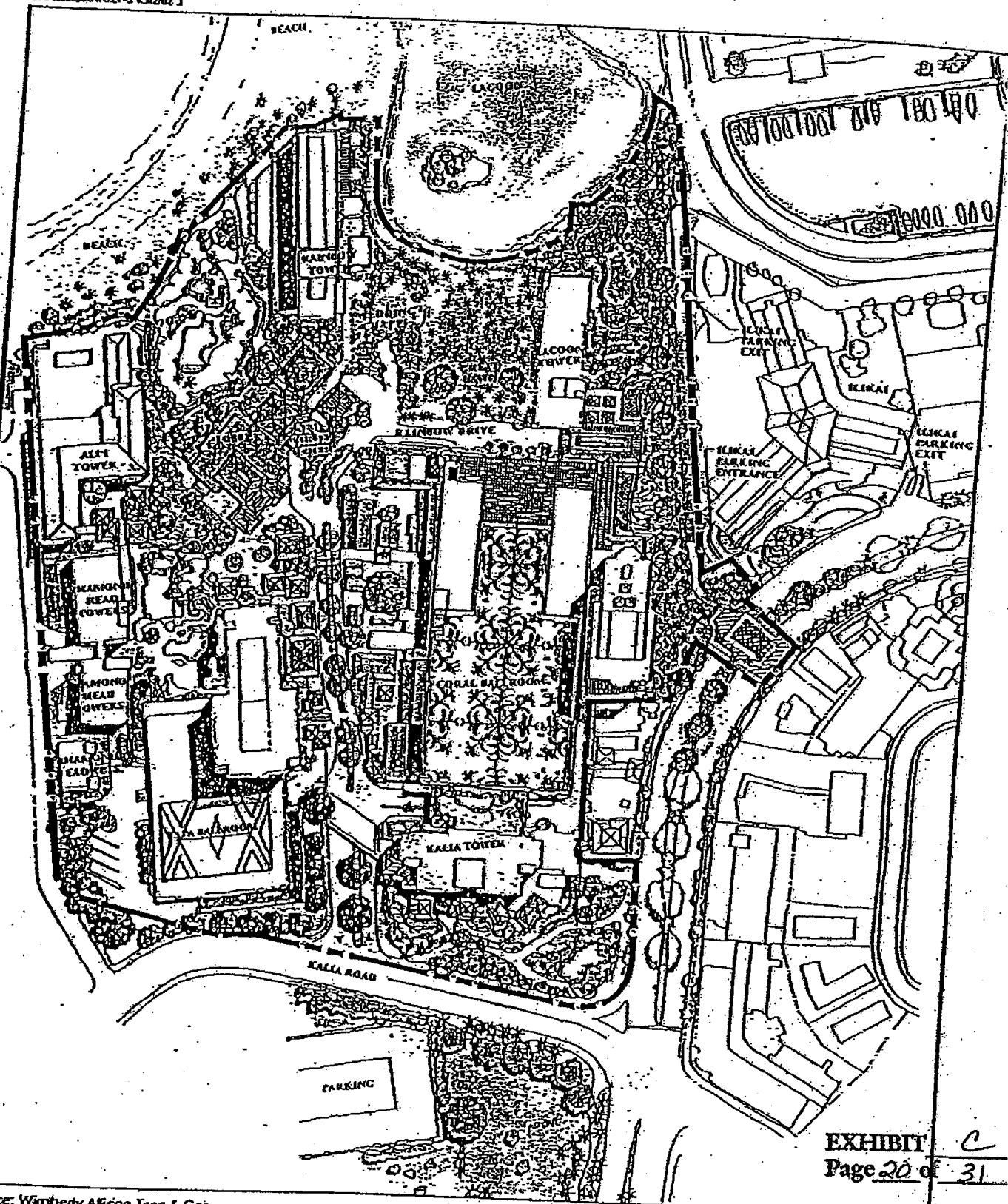


EXHIBIT C
Page 20 of 31

Source: Wimberly Allison Tong & Goo



0 100 200 400
SCALE IN FEET

Revised Figure 2-4 WAIKIKIAN SITE PLAN MITIGATIVE ALTERNATIVE

Hilton Hawaiian Village Waikikian Development Plan
Prepared by Bell Collins Hawaii
Revised May 2002

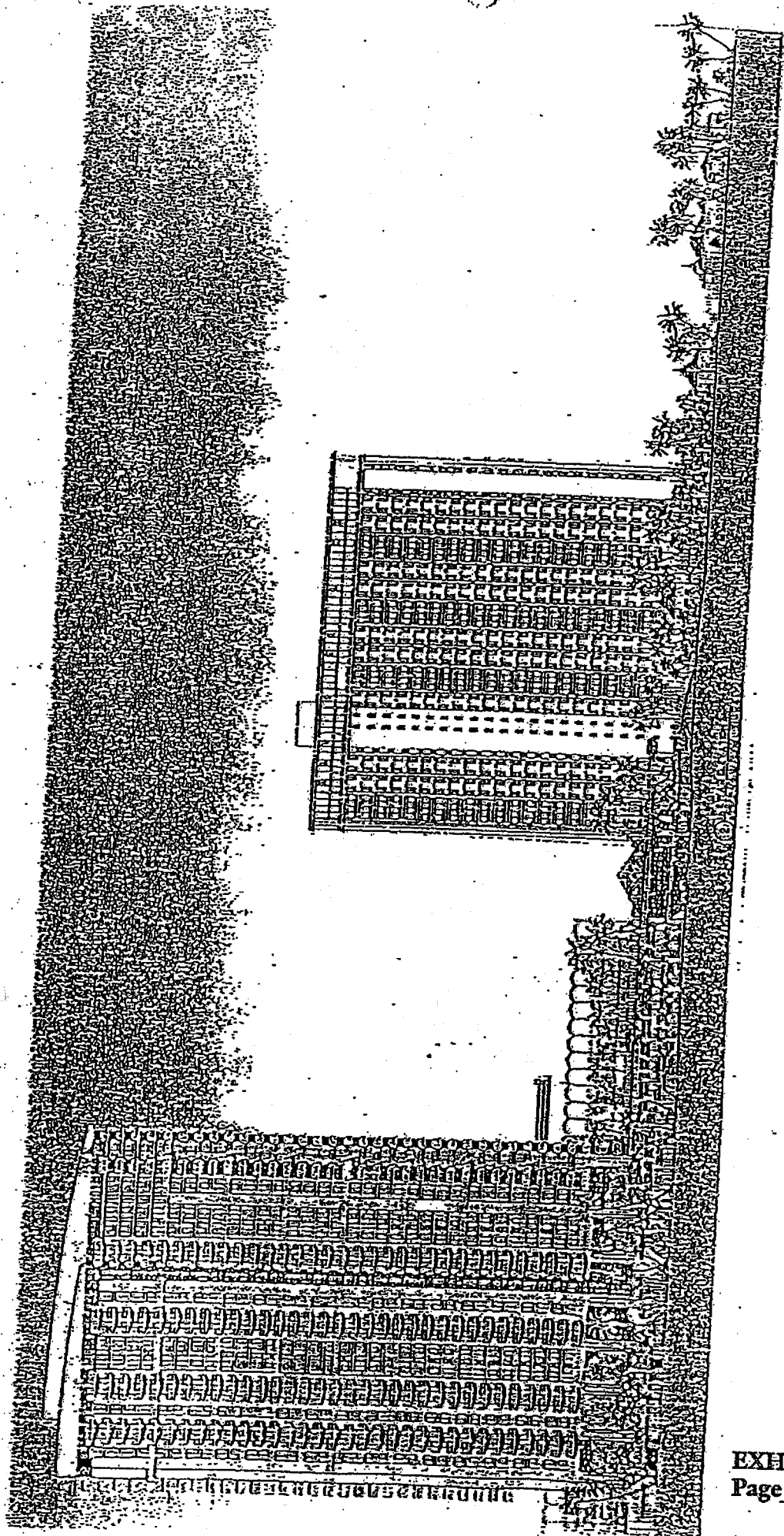


EXHIBIT SMA/PDR-9

AREA SUMMARY - MITIGATIVE ALTERNATIVE

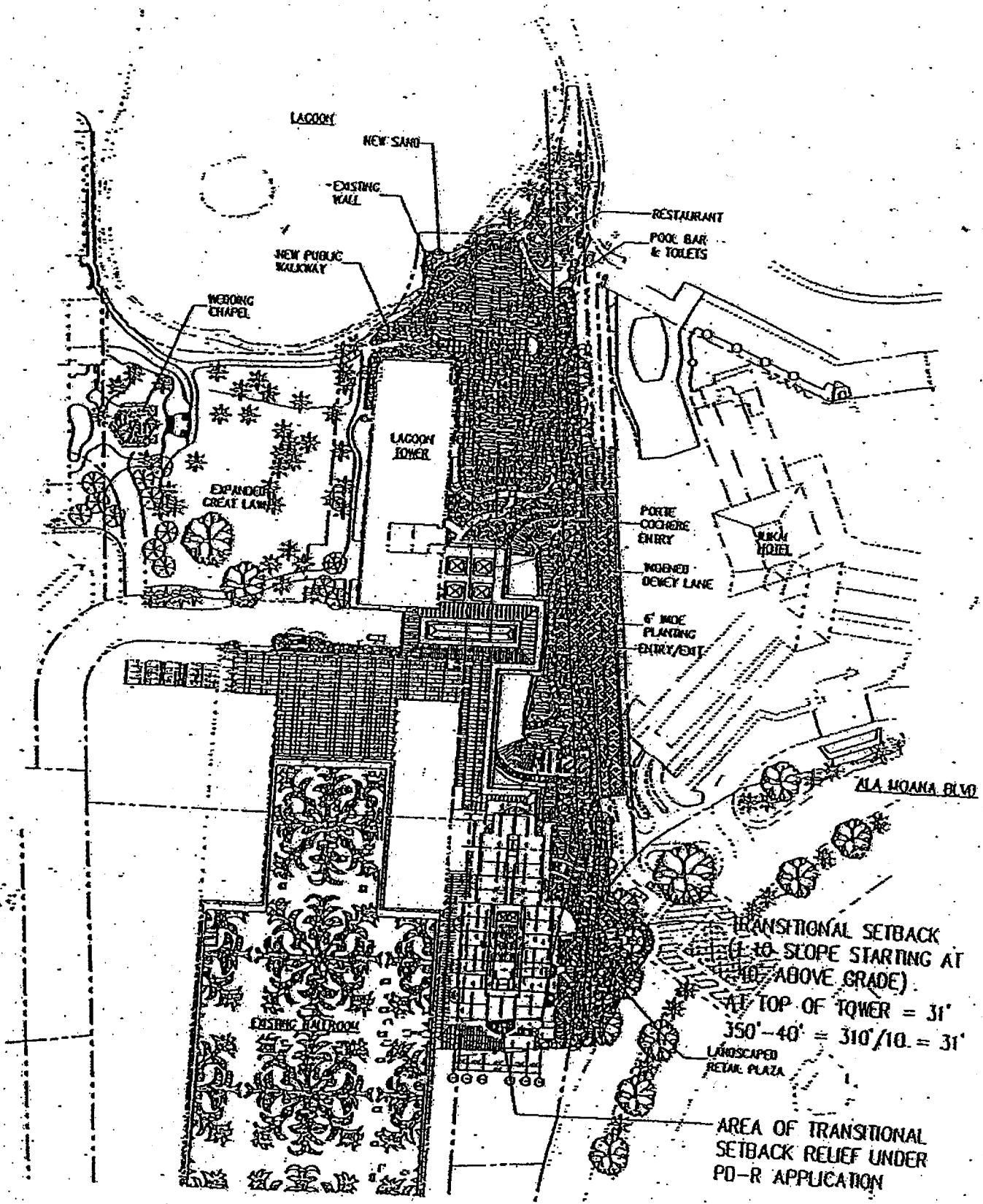
COST CENTER NO.		DESCRIPTION	NO. OF MOOS	KEY ST	BUILDING AREA	F.A.R. ST	NON F.A.R. ST
A		TOWER					
	103	GUEST UNITS & BALCONIES					
	226	1-BR UNITS (02 MOOS) 30X	157.5 X 206	715.00	71,643.00	71,643.00	0.00
	19	2-BR UNITS (03 MOOS) 67X	344.5 X 664	1,031.30	211,434.00	211,434.00	0.00
		3-BR UNITS (04 MOOS) 3X	344.5 X 40	1,378.00	11,780.00	11,780.00	0.00
	341	SUB TOTAL			321,043.00	321,043.00	0.00
		BALCONIES					
		ELEVATOR SHAFTS			32,443	0	32,443
		GROUND FLOOR ELEVATOR SHAFTS			21,300	21,300	0
		MAIL/SERVICE/CIRCULATION (lower and)			700	700	0
		STAIRS (Feasibility & parking levels)			70,154	70,154	0
		LOBBY/LOUNGE (Incl. Concourse, Cor. & Parking Elev. Lobby)			13,743	13,743	0
		GROUND PUBLIC CIRCULATION Incl. Ex. Stairs			7,603	7,603	0
		MECHANICAL (at roof)			3,187	3,187	0
		BOX/ STORAGE AT PARKING LEVELS			2,000	2,000	0
		ADMIN OFFICES			20,134	20,134	0
		GEN. MGMT.			2,113	2,113	0
		MECHANICAL (Assumes Stand Alone Plant)			403	403	0
		LOADING/TRUCK DOCK			4,379	4,379	0
		BOX /SERVICE CIRCULATION			1,467	1,467	0
		SERVICE DRIVEWAY			1,641	1,641	0
		TOWER SIGN BOUL.			7,987	0	7,987
		SUB TOTAL			510,280	0	7,987
B		PARKING					
C		COMMON PORTE COCHERE/ARRIVAL PLAZA			49,864	0	49,864
		PORTE COCHERE					
		COVERED WALKWAY			1,051	0	1,051
		FRONT DESK/OFFICE			7,364	7,364	0
		PORTE COCHERE SUBTOTAL			1,357	1,357	0
D		RETAIL SHOPS			10,782		
		RETAIL SHOPS (Each, Sunday Shop)					
		SUNSHINE SHOP (at lobby level)			7,333	7,333	0
		RETAIL SHOPS SUBTOTAL			1,371	1,371	0
E		RESTAURANT			0,124		
		RESTAURANT (Incl. Pool Bar)					
F		SITINGWORK			2,500	2,500	0
		WEDDING CHAPEL					
		SUBTOTAL			1,200	1,200	0
		Undefined Area (10%)			592,799	500,414	82,385
		TOTAL				50,041	
		REQUIRED PARKING				550,455	
		Units (0.25 stall per unit)	341	0.25	85.25		
		Relief (1 stall per 800sf)	9,124	800	11.41		
		Restaurant (1stall per 800sf)	2,500	800	3.13		
		Admin Office (1 stall per 800 sf)	2,313	800	2.89		
		Front Office (1 stall per 800sf)	1,357	800	1.70		
		Total Required Parking			104.37 say 105 stalls		
		KEY PARKING	120				

Waikikian + HHV Parcels

FAR Calculation

09-Apr-02

Description	TMK	Land Area (sf)	Land Area (sf)	Floor Area (sf)
Ala Tower				
Ala Tower	2-6-08-05	8,121	16,697	254,488
Ala Tower	2-6-08-27	6,584		
Ala Tower	2-6-08-31	1,992		
Diamond Head Apts			32,554	33,750
Diamond Head Apts	2-6-08-01	14,653		
Diamond Head Apts	2-6-08-02	5,900		
Diamond Head Apts	2-6-08-07	2,618		
Diamond Head Apts	2-6-08-12	3,126		
Diamond Head Apts	2-6-08-19	4,940		
Diamond Head Apts	2-6-08-37	1,317		
Diamond Head Tower			39,597	230,897
Diamond Head Tower	2-6-08-03	4,665		
Diamond Head Tower	2-6-08-20	14,360		
Diamond Head Tower	2-6-08-21	18,215		
Diamond Head Tower	2-6-08-24	2,157		
Kalia Tower			90,530	355,488
Kalia Tower	2-6-09-07	13,281		
Kalia Tower	2-6-09-13	77,249		
Lagoon Tower	2-6-09-01		70,000	286,110
Parking/CB & Rainbow Bazaar	2-6-09-09		131,645	137,754
Parking/CB				91,992
Rainbow Bazaar				43,762
Parking/CB & Rainbow Bazaar	2-6-09-12		56,428	0
Roadway	2-6-09-11		37,984	0
Tapa Tower, Rainbow Tower, Entry Building, Louis Vuitton, & Retail Shops	2-6-08-34		394,518	1,350,575
Tapa Tower				947,364
Rainbow Tower				370,301
Entry Building				26,000
Louis Vuitton				1,502
Retail Shops				1,408
Tapa Tower/Diamond Head Tower	2-6-08-23		4,340	0
Tapa Tower/Diamond Head Tower	2-6-08-38		3,751	0
Subtotal			878,044	2,649,062
Total (HHV)			878,044	2,648,602
Waikikian	2-6-9-10		29,374	550,455
	2-6-9-2		45,105	
	2-6-9-3		8,080	
Subtotal (Waikikian)			82,559	550,455
TOTAL			960,603	3,199,057
1/2 ROW Kalia Bonus			69,580	0
1/2 ROW Ala Moana, Dewy, Hahioneana Bonus			34,716	0
GRAND TOTAL			1,064,899	3,199,057
FAR Multiplier				3.0041



TRANSITIONAL SETBACK

SCALE: 1/128" = 1'-0"

EXHIBIT C
Page 24 of 31

EXHIBIT SMA/PDR-12

WAIKIKI

ADDITIONAL HEIGHT
 SETBACK-WAIKIKI
 PER LUO FIG. 21-9.2
 AT MAUKA EDGE
 OF BUILDING

350' MAXIMUM BLDG HEIGHT

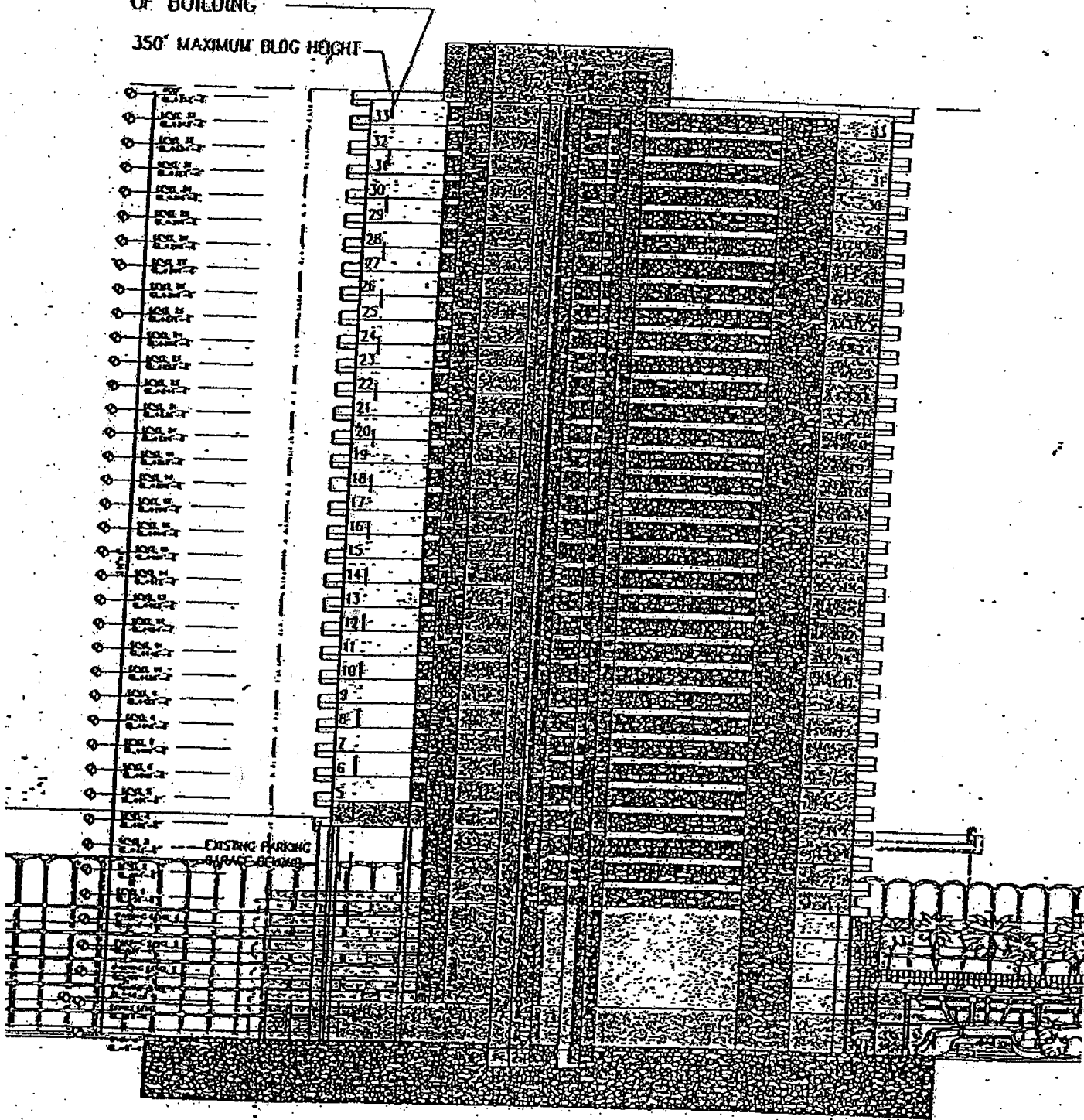


EXHIBIT C
 Page 26 of 31

EXHIBIT SMA/PDR-14

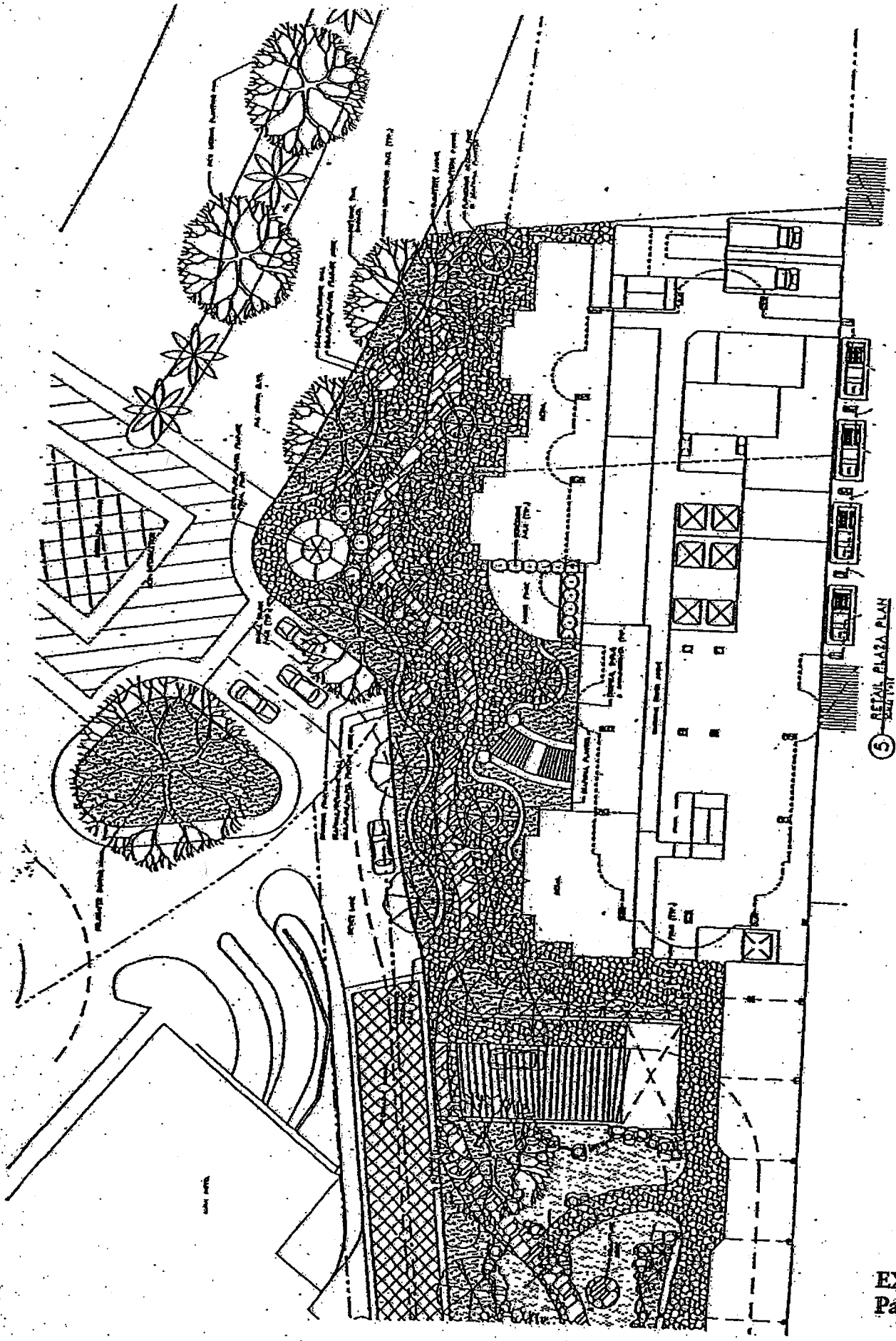
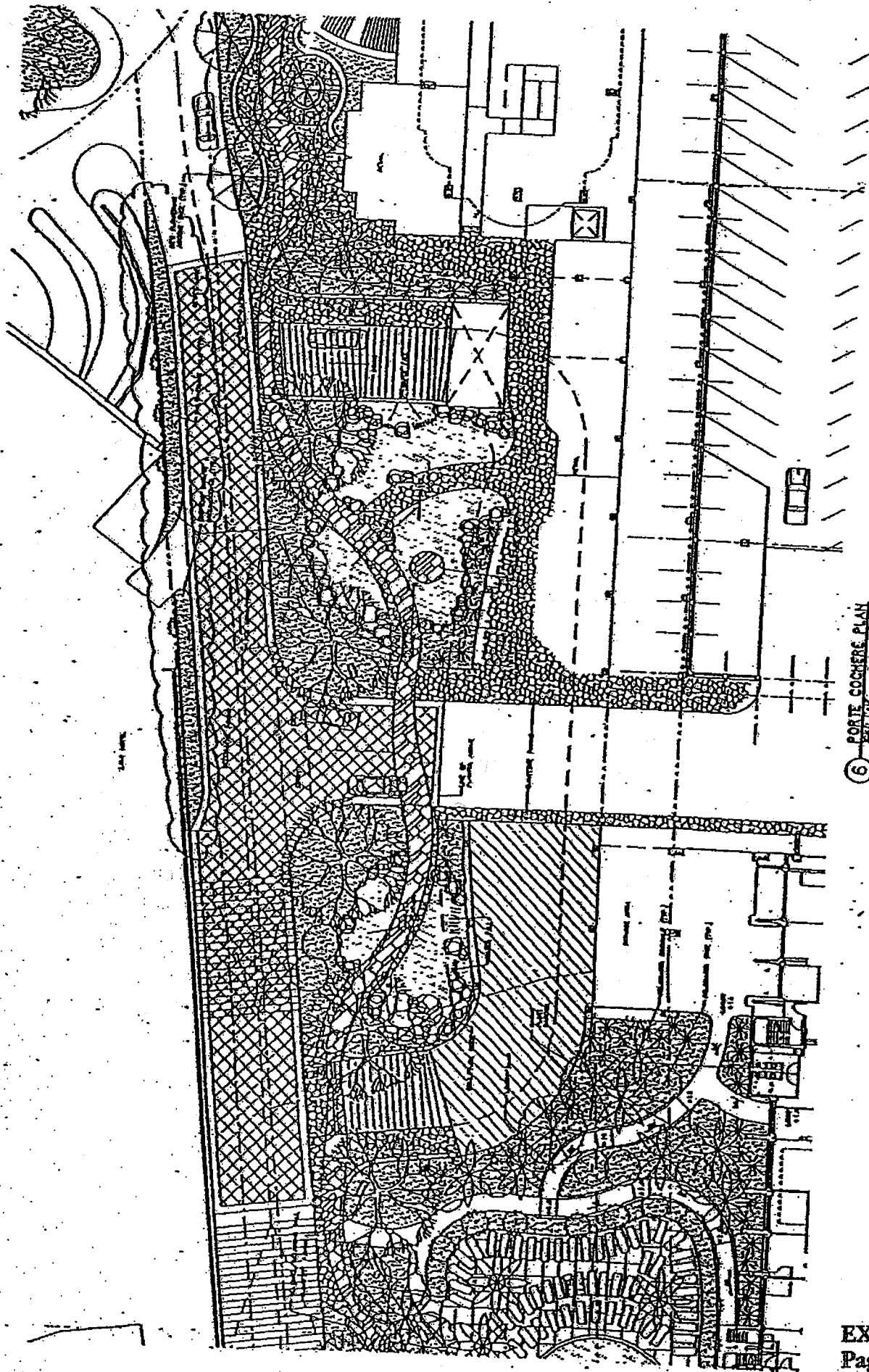


EXHIBIT SMA/PDR-15

5 RETAIL PLAZA PLAN



⑤ PORTE COCHERE PLAN

EXHIBIT SMA/PDR-16

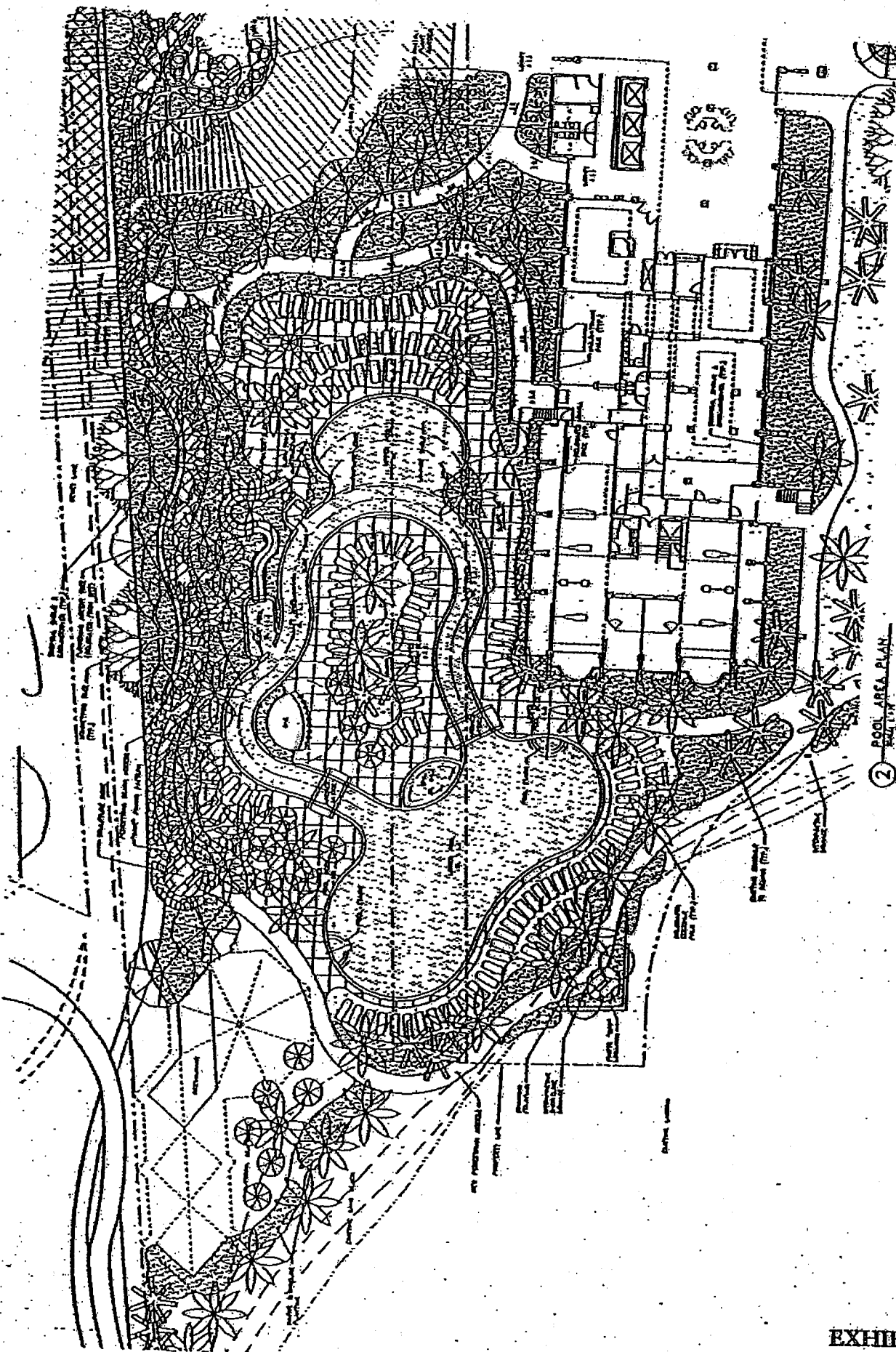
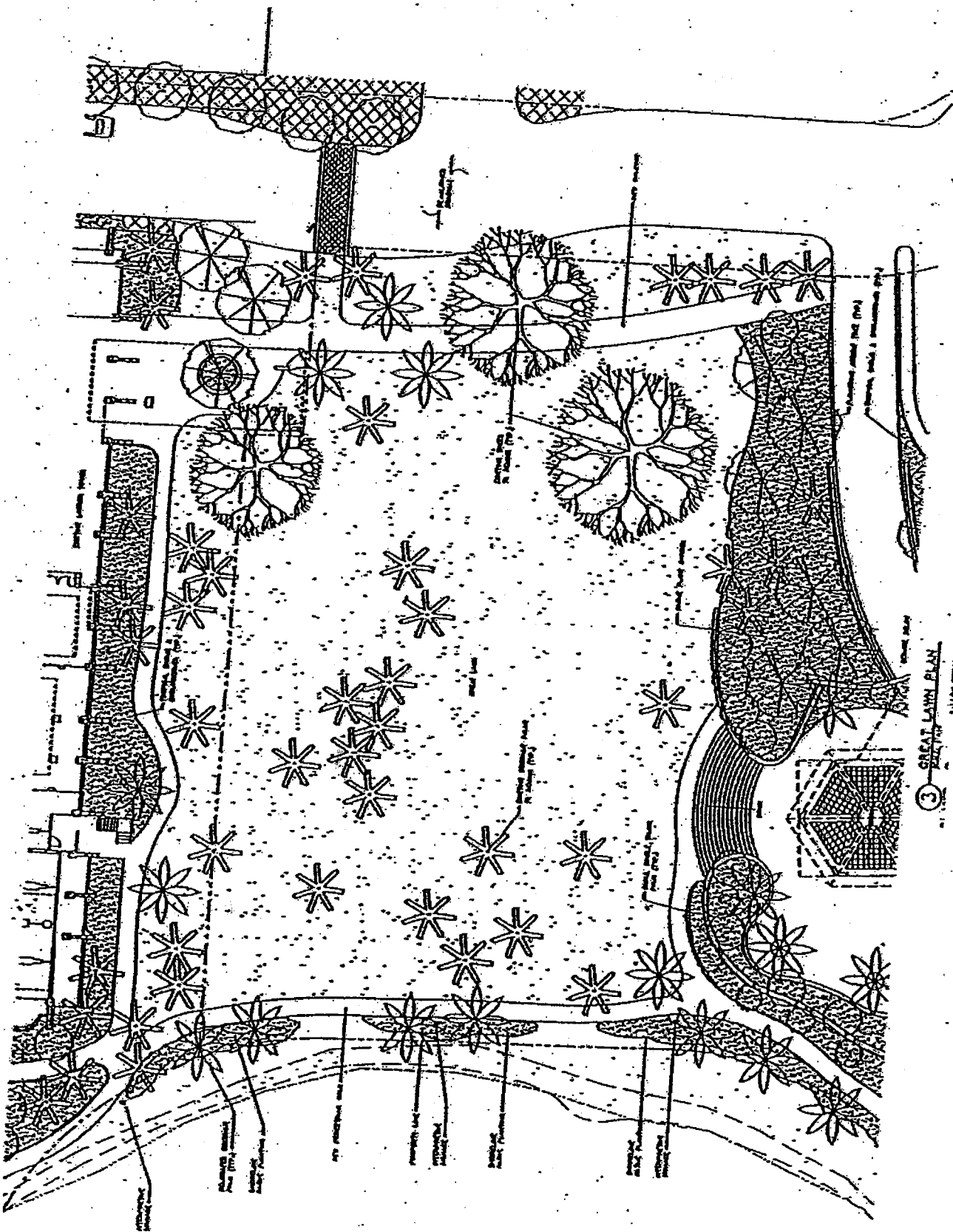
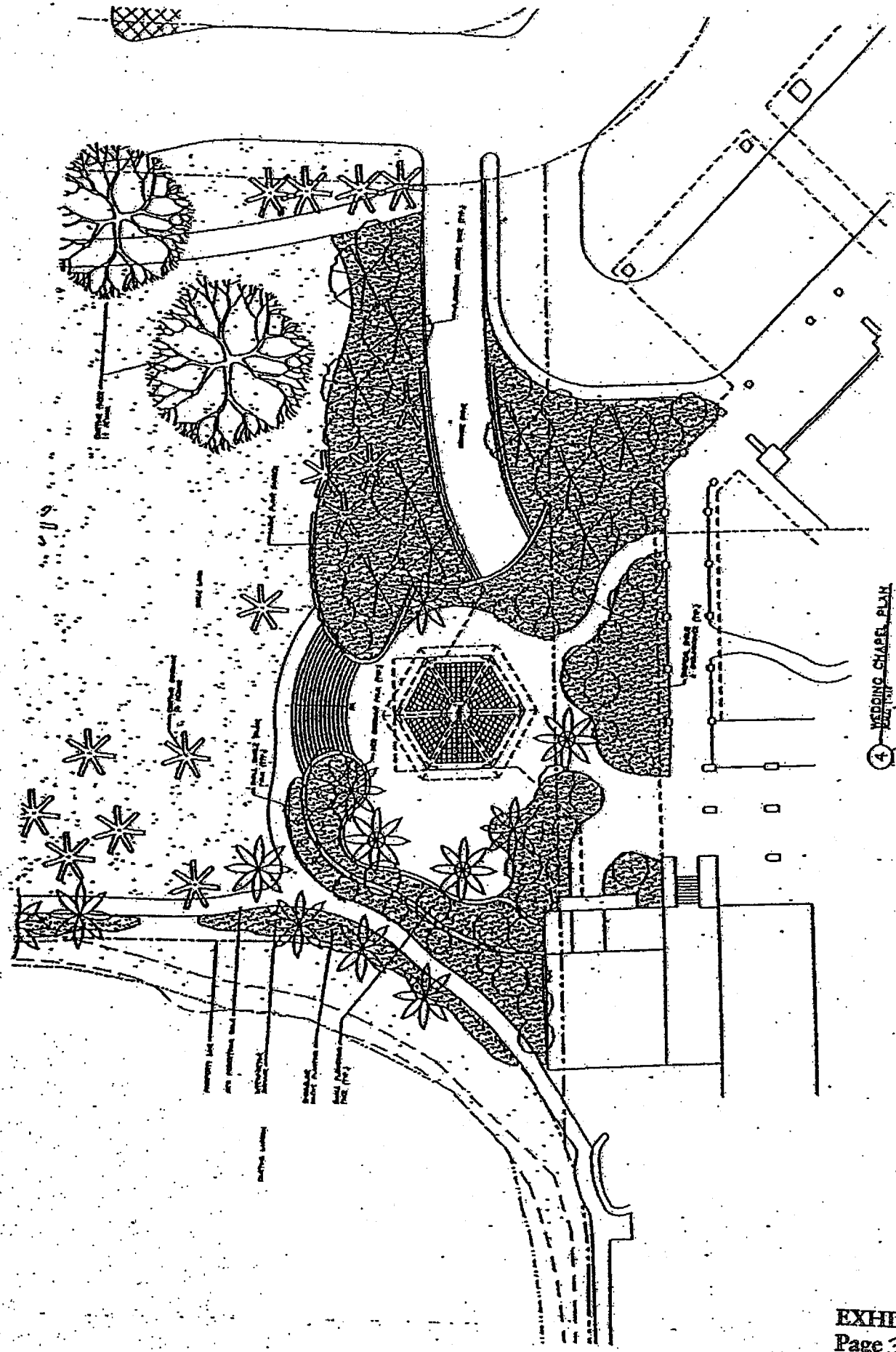


EXHIBIT SMA/PDR-17





4 WEDDING CHAPEL PLAN



RESOLUTION

GRANTING A SPECIAL MANAGEMENT AREA USE PERMIT FOR CONSTRUCTION OF A HIGH-RISE TOWER AND OTHER IMPROVEMENTS AT HILTON HAWAIIAN VILLAGE, WAIKIKI, OAHU.

WHEREAS, the Department of Planning and Permitting (DPP) on May 3, 2002 accepted the application (File No. 2002/SMA-19) of Hilton Hotels Corporation, herein referred to as the Applicant, for a Special Management Area Use Permit (SMP) for construction of a new tower (about 350 feet in height) containing about 350 timeshare/hotel units and support facilities, including a new parking garage with about 120 parking spaces, and other improvements including a new restaurant, wedding chapel, and swimming pool, located at 2005 Kalia Road, Waikiki, Oahu, and identified as Tax Map Keys 2-6-8: 1-3, 5, 7, 12, 19-21, 23, 24, 27, 31, 34, 37, and 38; and 2-6-9: 1-3, 7, and 9-13; and

WHEREAS, on June 28, 2002, the DPP held a public hearing which was attended by representatives of the Applicant and its agent, and about 150 other individuals, of whom 48 provided testimony; and

WHEREAS, on July 15, 2002, within 10 working days after the close of the public hearing, the DPP, having duly considered all evidence and the review guidelines as established in Sections 25-.1 and 25-3.2, Revised Ordinances of Honolulu (ROH), completed its report and transmitted its findings and recommendation of approval to the Council; and

WHEREAS, the City Council, having received the findings and recommendation of the DPP on July 15, 2002, and at its meeting of August 7, 2002, having duly considered all of the findings and reports on the matter, approved the subject application for an SMP with the conditions enumerated below; now, therefore,



CITY COUNCIL

CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII

02-225, CD1

No. _____

RESOLUTION

BE IT RESOLVED by the Council of the City and County of Honolulu that an SMP be issued to the Applicant under the following conditions:

A. Prior to or at the time of application for any development permits, the Applicant shall obtain written verification from the following entities:

1. The Department of Planning and Permitting (DPP) Wastewater Branch, confirming that the sewer system is adequate for the proposed project.
2. The State Department of Transportation (DOT), confirming DOT's receipt, review, and acceptance of an evaluation of the adequacy of the existing drainage culvert (identifying the location of culvert).
3. The State Department of Business, Economic Development and Tourism (DBEDT), confirming their receipt and review of proposed plans for energy conservation and recycling relative to the proposed development.
4. The Board of Water Supply (BWS), confirming that the Applicant has coordinated with the BWS to research the availability of nonpotable water for irrigation, to maximize the use of drought-tolerant/low water use plants in all landscape plans, and to design an efficient irrigation system.

The above written documentation shall be attached to all development permit applications.

B. Applications for development permits shall be referred for sign-off to the following entities:

1. The Board of Water Supply and Honolulu Fire Department (HFD) to ensure that the project conforms to these departments' standards regarding the design of the water system, appurtenances, hydrant spacing, fire flow, and HFD access road standards.



RESOLUTION

2. The Gas Company to minimize any potential conflicts with the existing gas facilities in the area.
 3. The Civil Engineering Branch of the DPP to ensure that wash water in the outdoor commercial plaza area shall be routed to a drywell or to the sanitary sewer with the proper valving to route the storm water runoff (except for first flush) to the storm drainage system.
- C. Within 2 years from the date of approval of this SMA permit, the Applicant shall submit a detailed plan and timetable for the restoration of the lagoon to a safe and sanitary body of water, and shall include a detailed maintenance plan, to ensure that the lagoon will remain in compliance with State water quality requirements. Changes/additions to the piping/pumping system and/or other measures shall be proposed in order to restore and ensure continued maintenance of the lagoon water at a high quality level, in accordance with State standards. If restoration of the lagoon is infeasible, the Applicant shall submit a detailed plan and proposal to the DPP (including a timetable) for filling the lagoon and widening the beach. The same deadline (i.e., within 2 years from this approval) shall apply.
- The Applicant shall implement the approved plan within 3 years of the date of the approved lagoon restoration and maintenance plan, and implementation shall not exceed 5 years from the date of approval of this SMA permit.
- D. Prior to or at the time of application for any development permits, and prior to beginning any ground disturbance, the Applicant shall provide the DPP with written documentation from the State Department of Land and Natural Resources, Historic Preservation Division (SHPD), confirming the SHPD's receipt and review of an acceptable archaeological monitoring plan. The Applicant shall consult with the SHPD regarding the specifications which must be contained in the plan.

RESOLUTION

- E. Because the site is within a tsunami inundation area, building permit plans shall include written confirmation from the State Department of Defense that they have reviewed and accepted the location of a 24-hour manned office and an Emergency Alert System (EAS) receiver.
- F. If, during construction, any previously unidentified archaeological sites or remains (such as artifacts, shell, bone, or charcoal deposits, human burials, rock or coral alignments, pavings, or walls) are encountered, the Applicant shall stop work and immediately contact the State DLNR Historic Preservation Division (SHPD) and the Oahu Burial Council in writing. Work in the immediate area shall be stopped until the SHPD is able to assess the impact and make further recommendations as to mitigative activity.
- G. Approval of this Special Management Area Use Permit does not constitute compliance with other Land Use Ordinance or governmental agencies' requirements, including building permit approval. They are subject to separate review and approval. The Applicant shall be responsible for ensuring that the final plans for the project approved under this permit comply with all applicable Land Use Ordinance and other governmental provisions and requirements.
- H. The Applicant shall receive a development permit within 5 years of the date of this permit. Failure to obtain a development permit within this period shall render this permit null and void, provided that this period may be extended as follows: The Director of Planning and Permitting may extend this period if the Applicant demonstrates good cause, but the period shall not be extended beyond one year from the initial deadline without the approval of the City Council, which may grant or deny the approval in its complete discretion. If the Applicant requests an extension beyond one year from the initial deadline and the Director finds that the Applicant has demonstrated good cause for the extension, the Director shall prepare and submit to the Council a report on the



RESOLUTION

proposed extension, which report shall include the Director's findings and recommendations thereon. The Council may approve the proposed extension or an extension for a shorter, or longer period, or deny the proposed extension, by adoption of a committee report or resolution. If the Council fails to take final action on the proposed extension within the first to occur of (i) 60 days after receipt of the Director's report or (ii) the Applicant's then-existing deadline for obtaining a development permit, the extension shall be deemed to be denied.

- I.. Construction shall be in general conformity with the plans on file with the Department of Planning and Permitting (date/time stamped May 3, 2002, and labeled as Exhibits SMA/PDR-1 through 7). Any change in the size or nature of the project which has a significant effect on coastal resources addressed in Chapter 25, ROH, shall require a new application. Any change which does not have a significant effect on coastal resources shall be considered a minor modification and therefore permitted under this resolution, upon review and approval of the Director of Planning and Permitting.

BE IT FINALLY RESOLVED by the Council of the City and County of Honolulu that the Clerk be and is directed to transmit copies of this resolution to Randall K. Fujiki, AIA, Director of Planning and Permitting; Daniel Dinell, Hilton Hawaiian Village, 2005 Kalia Road, Honolulu, Hawaii 96815; and Lee Sichter, Belt Collins Hawaii Ltd., 2153 North King Street, Suite 200, Honolulu, Hawaii 96819; State Department of Defense, 3949 Diamond Head Road, Honolulu, Hawaii 96816; State Department of Business, Economic Development & Tourism, Energy Resources & Technology Division, State Office Tower, 235 South Beretania Street, 4th Floor, Honolulu, Hawaii 96813; State Department of Transportation, Highways Division, 869 Punchbowl Street, Honolulu, Hawaii 96813; Board of Water Supply; Honolulu Fire Department; The Gas Company, 841 Bishop Street, Suite 620,

RESOLUTION

Honolulu, Hawaii 96813; State Department of Land & Natural Resources, Historic Preservation Division, 601 Kamokila Boulevard, Room 555, Kapolei, Hawaii 96707.

INTRODUCED BY:

John DeSoto (BR)

DATE OF INTRODUCTION:

July 17, 2002
Honolulu, Hawaii

Councilmembers

(OCS/080102/ct)

6

CITY COUNCIL
CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII

by certify that the foregoing RESOLUTION was
d by the COUNCIL OF THE CITY AND COUNTY
NOLULU on the date and by the vote indicated to
it.

EVIE G. WONG
ITY CLERK

JOHN DeSOTO
CHAIR AND PRESIDING OFFICER

Dated: 8/7/02

ADOPTED MEETING HELD			
8/7/02			
	AYE	NO	ABE
BAINUM	X		
BUNDA	X		
CACHOLA	X		
DeSOTO	X		
FELIX	X		
HOLMES	X		
KOBAYASHI	X		
OKINO	X		
YOSHIMURA	X		
	9	0	0

Reference:

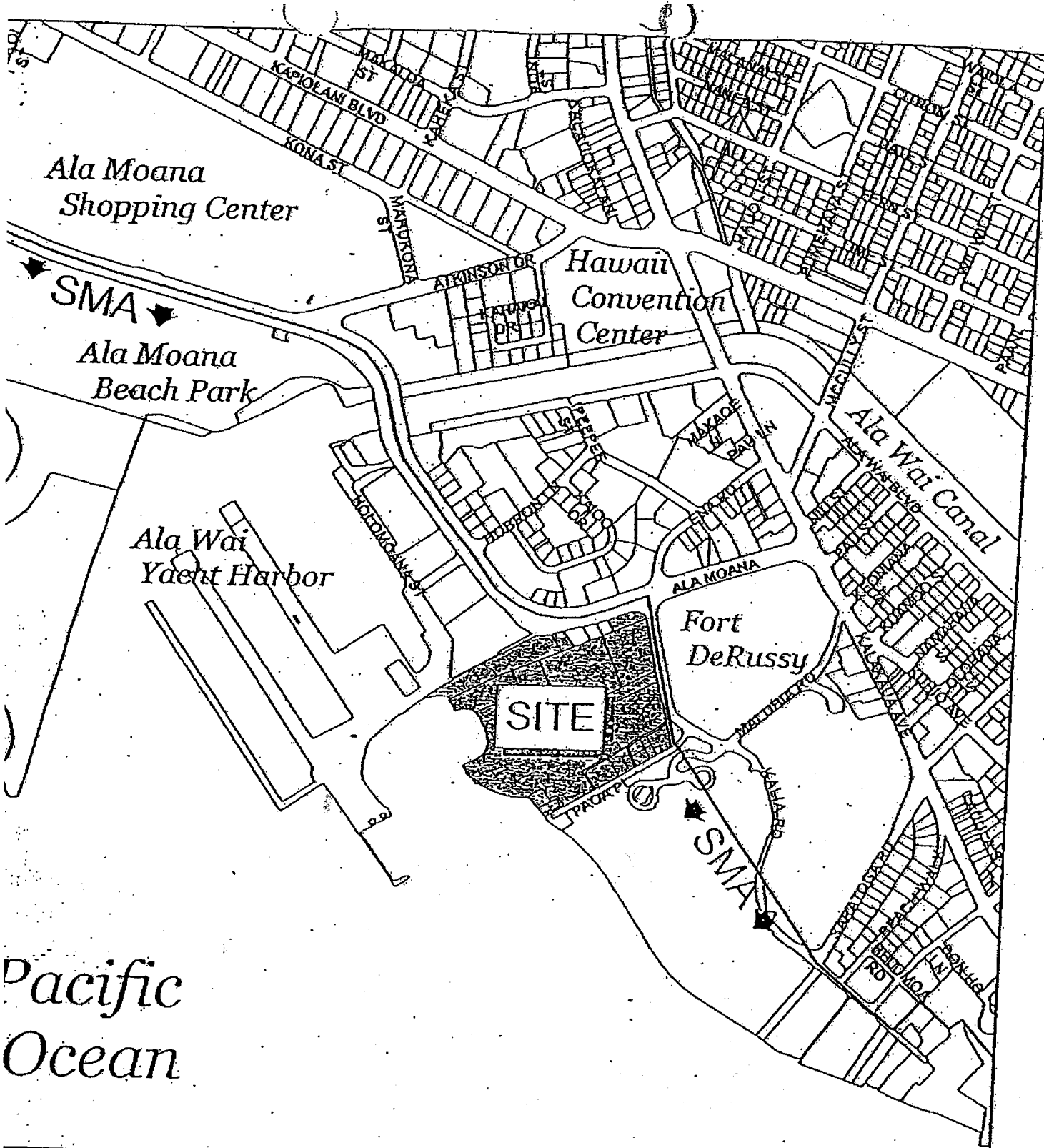
Report No. Z-381

Resolution No.

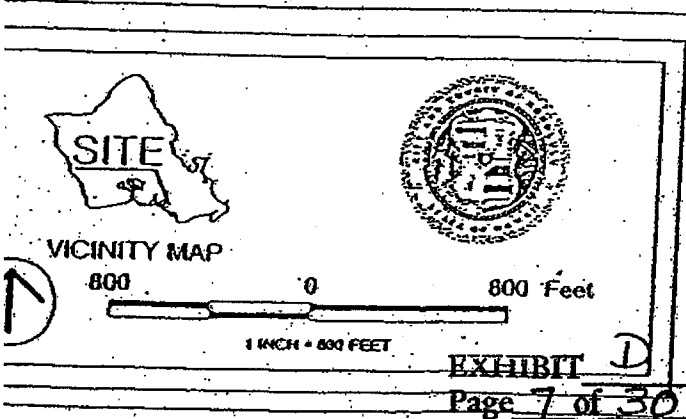
02-225, CDI

EXHIBIT D

Page 6 of 30

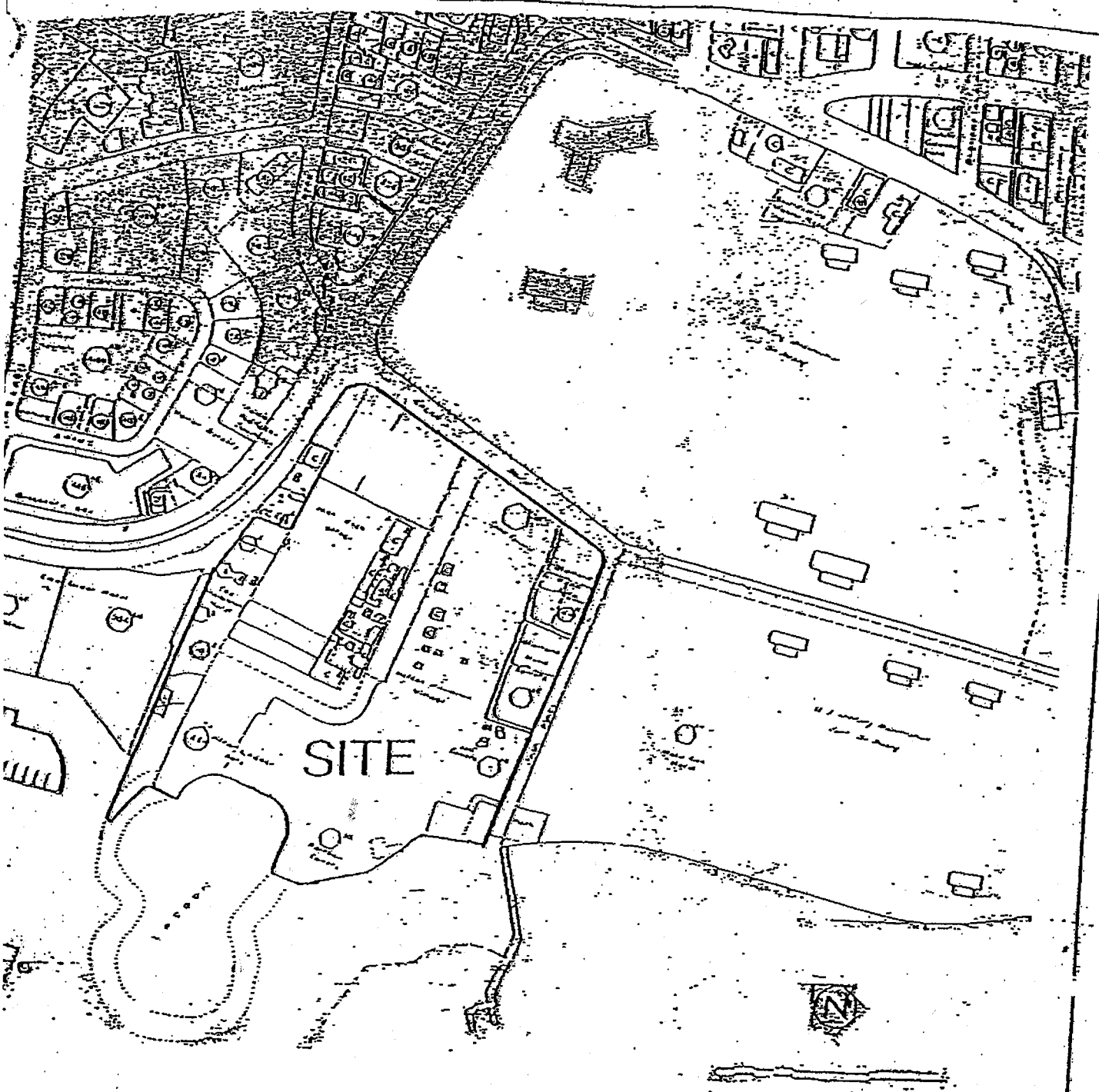


Pacific Ocean



LOCATION / SMA MAP WAIKIKI EXHIBIT A and D

TAX MAP KEYS: 2-6-8: 1-3, 5, 7, 12, 19-21,
23, 24, 27, 31, 34, 37, 38
2-6-9: 1-3, 7, 9, 10-13
FOLDER NO.: 2002/SMA-19 & 2002/SDD-33



LEGEND

RESIDENTIAL	QUASI-PUBLIC FACILITIES
SINGLE-FAMILY	PARKS & RECREATION
TWO-FAMILY	CEMETERIES
MULTI-FAMILY	TRANSPORTATION
CONDO-HOTEL	UTILITIES
HOTEL	MILITARY
COMMERCIAL	VACANT
INDUSTRIAL	UNDER CONSTRUCTION
AGRICULTURAL	
PUBLIC FACILITIES	

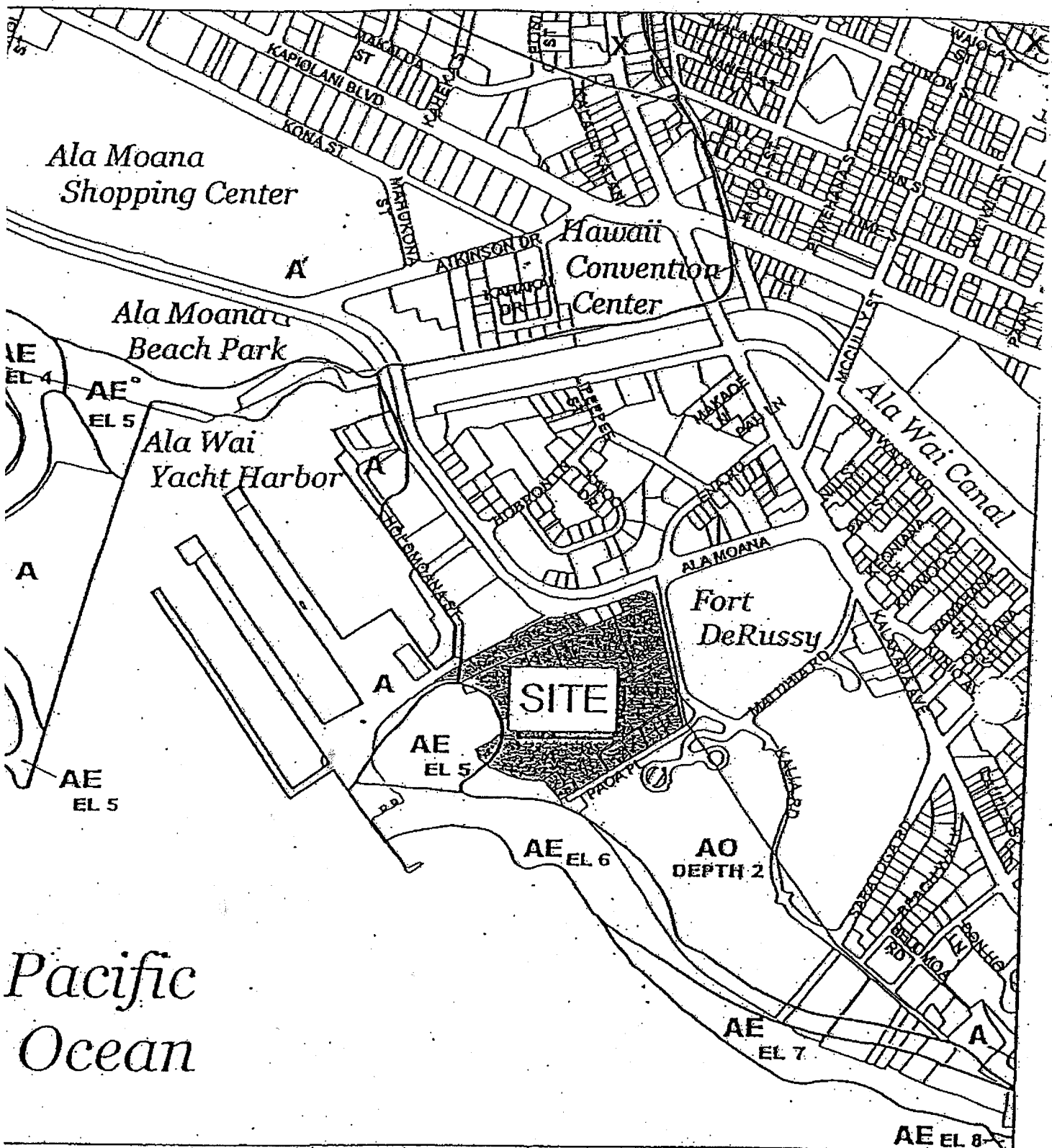
PORTION OF LAND USE MAP WAIKIKI - DIAMOND HEAD

EXHIBIT C

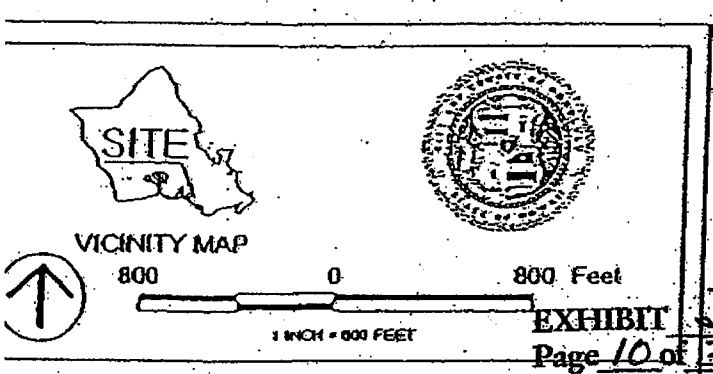
EXHIBIT D
Page 9 of 30

TAX MAP KEYS: 2-6-8: 1-3, 5, 7, 12, 19-21,
23, 24, 27, 31, 34, 37, 38
2-6-9: 1-3, 7, 9, 10-13

FOUNDER NO. 700785



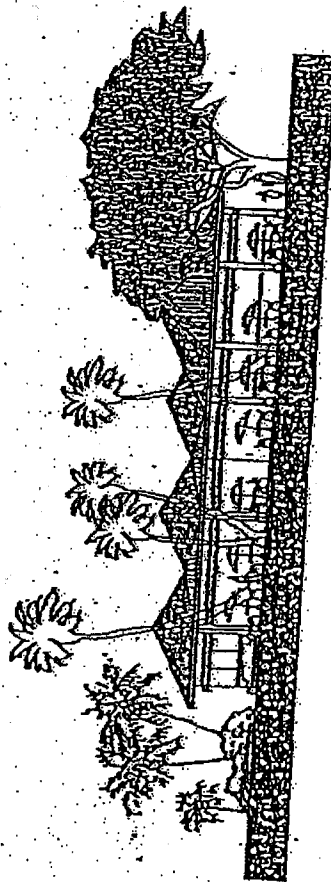
Pacific Ocean



FLOOD ZONE MAP WAIKIKI EXHIBIT E

TAX MAP KEYS: 2-6-8: 1-3, 5, 7, 12, 19-21,
23, 24, 27, 31, 34, 37, 38
2-6-9: 1-3, 7, 9, 10-13

FOLDER NO.: 2002/SMA-19 & 2002/SDD-33

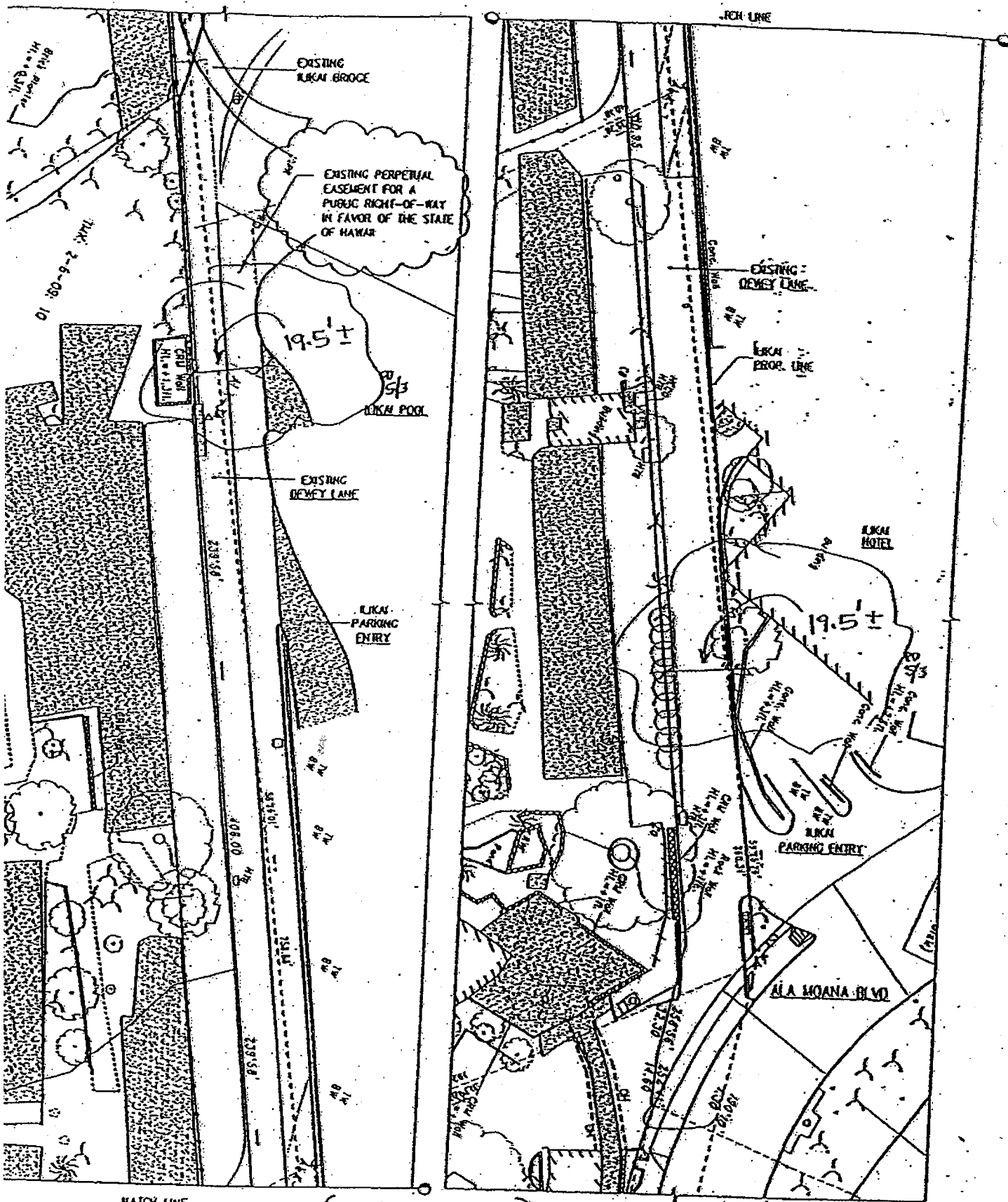


① RESTAURANT ELEVATION
KAWAIA

WAIKIKIAN

Site: ④ Emerald Village

EXHIBIT SMA/PDR.2

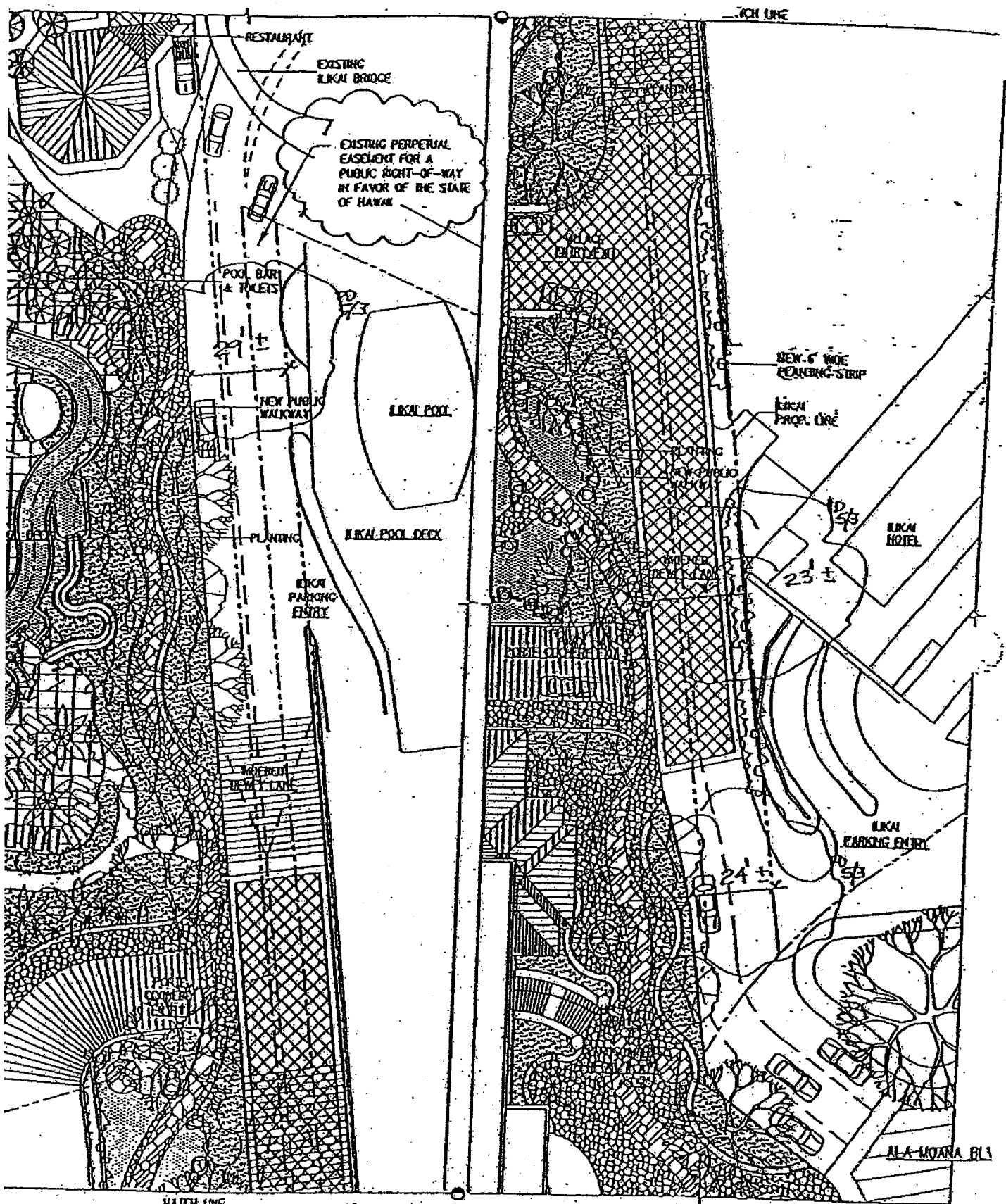


- (EXISTING)
DEWEY LANE PLAN SURVEY

SCALE: 1"=40'

EXHIBIT D
Page 15 of 30

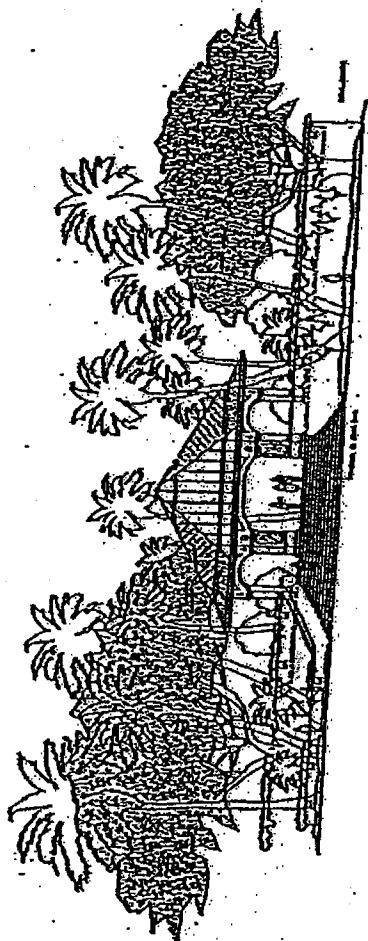
EXHIBIT C-1-1000-1



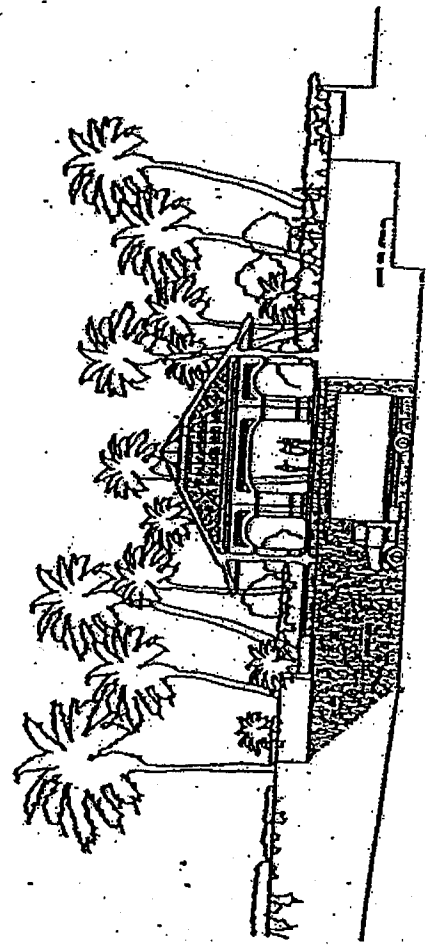
(PROPOSED)
NEW DEWEY LANE PLAN

SCALE: 1"=40'

EXHIBIT D
Page 16 of 30



① WEDDING CHAPEL ELEVATION



② WEDDING CHAPEL SECTION

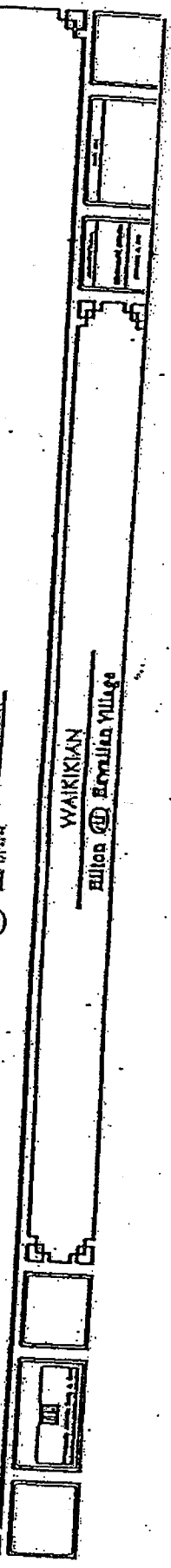


EXHIBIT C-1-1000

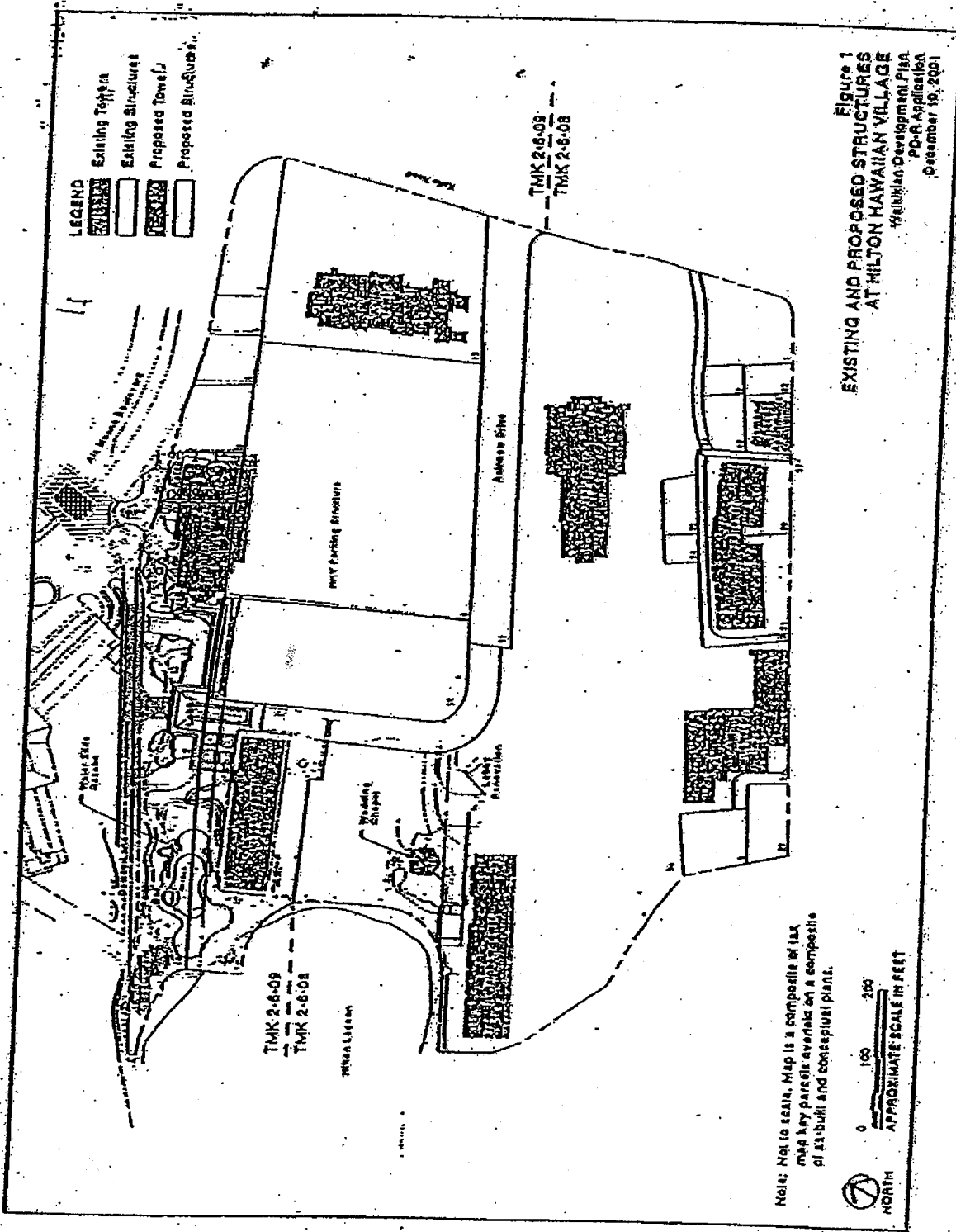
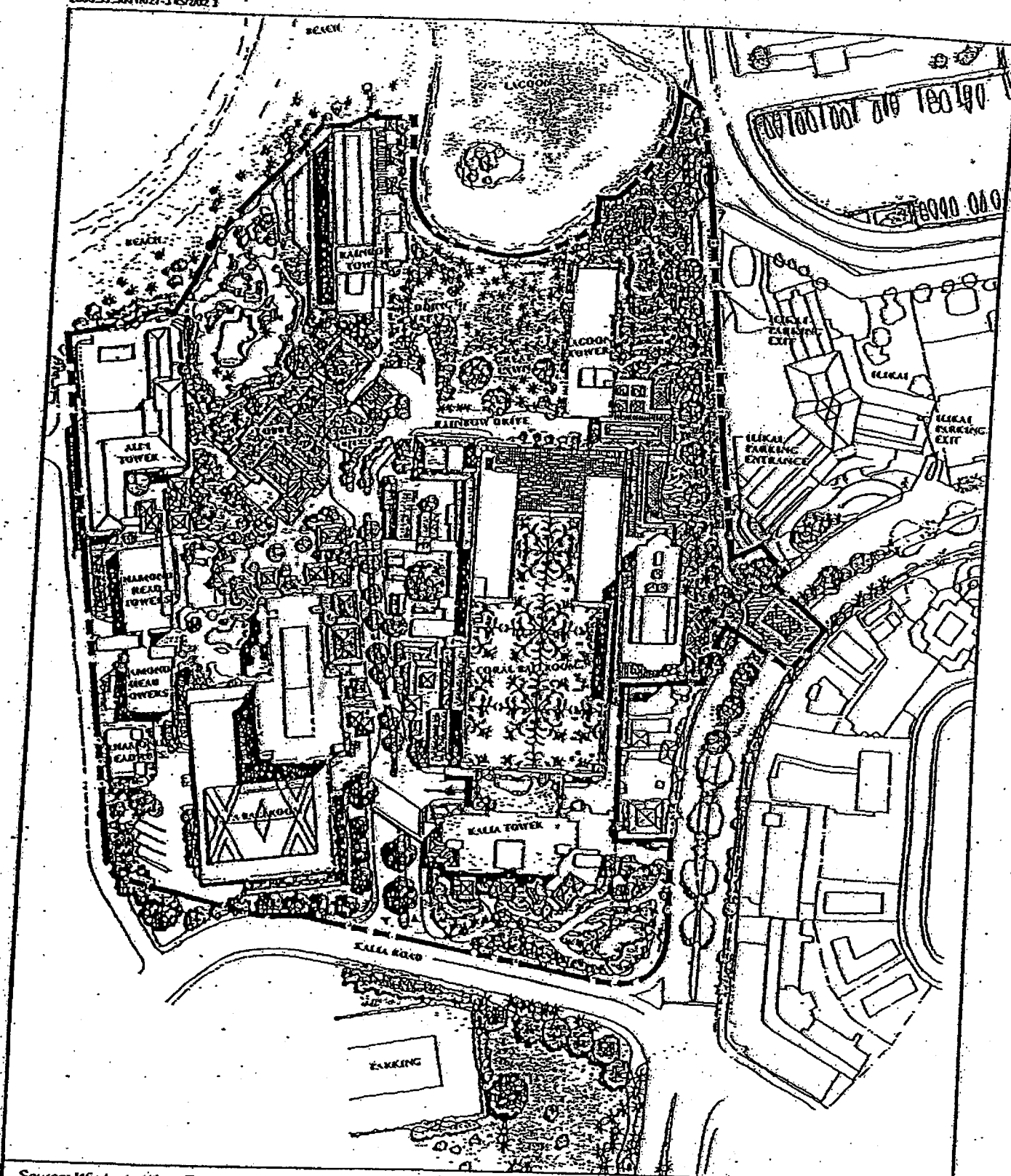


Figure 1
EXISTING AND PROPOSED STRUCTURES
AT HILTON HAWAIIAN VILLAGE
Waikiki Development Plan
PC-R Application
December 19, 2001

EXHIBIT SMA/PDR-7



Source: Winiberty Allison Tong & Goo



0 100 200 400
SCALE IN FEET

Revised Figure 2-4
WAIKIKIAN SITE PLAN MITIGATIVE ALTERNATIVE

Hilton Hawaiian Village Waikiki Development Plan
Prepared by Bell Collins Hawaii
Revised May 2002

EXHIBIT D
Page 19 of 30

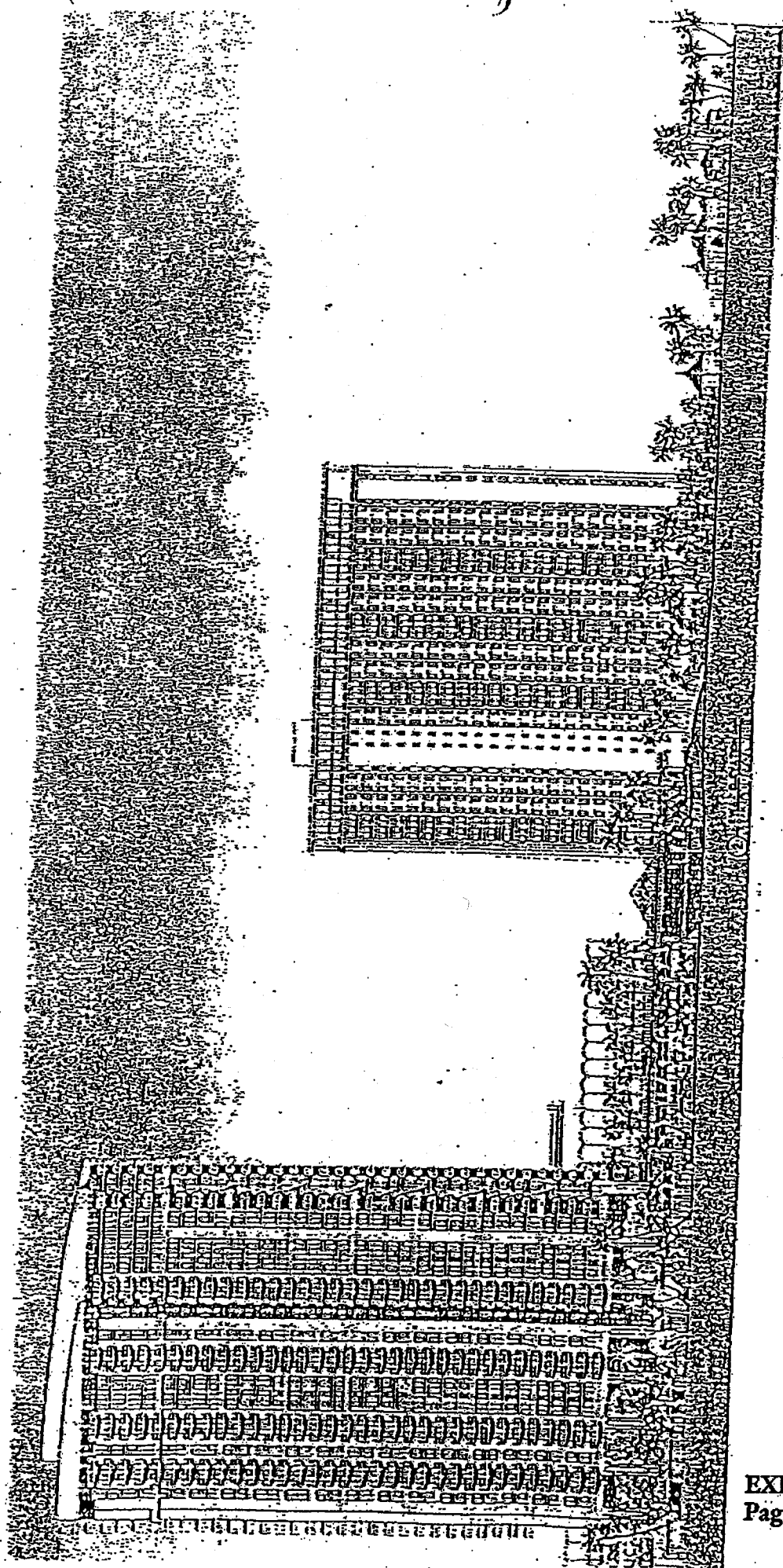


EXHIBIT SMA/PDR-9

AREA SUMMARY - MITIGATIVE ALTERNATIVE

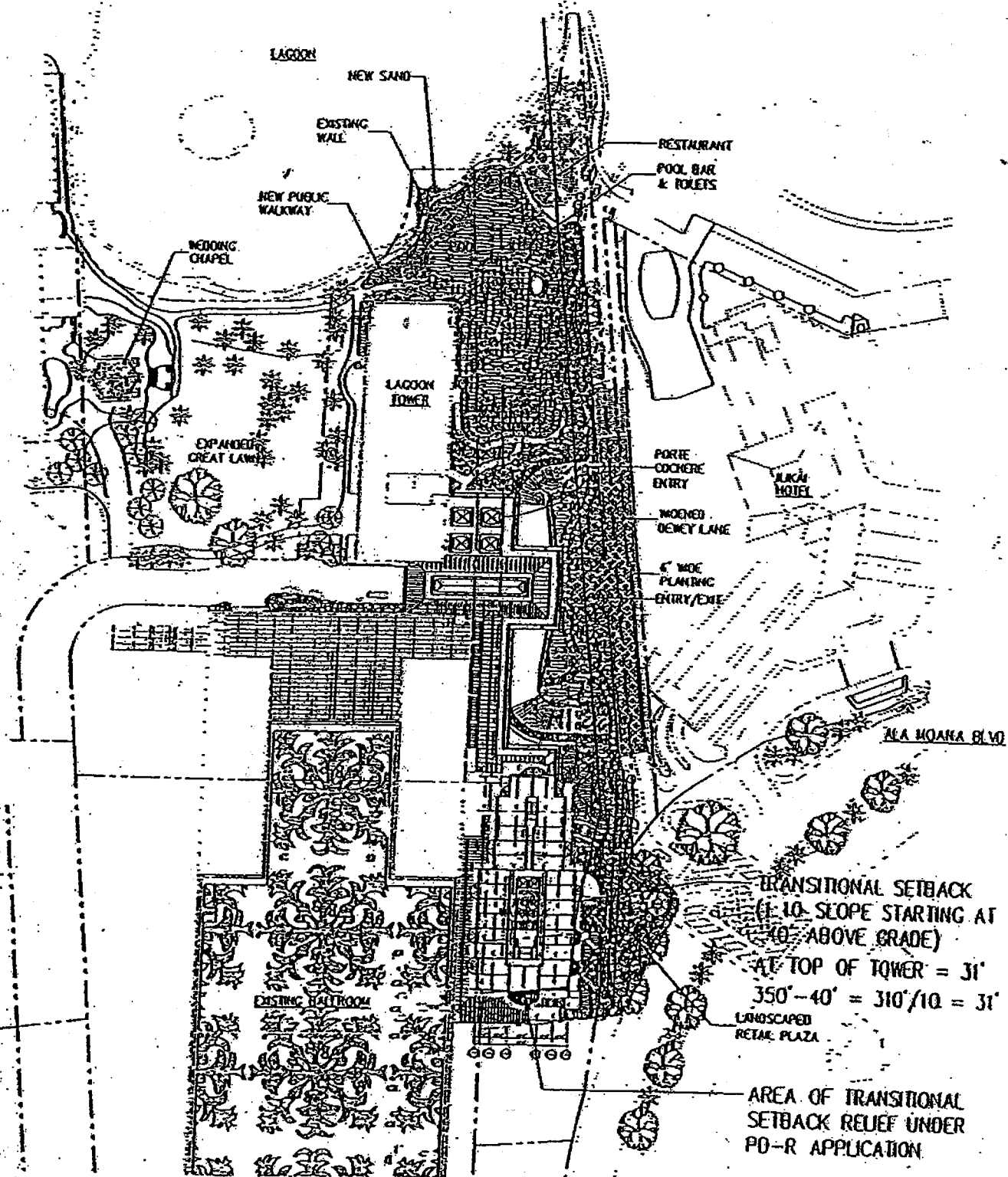
COST CENTER NOS.							
A		DESCRIPTION	NO. OF UNITS	NET SF	BUILDING AREA	F.A.R. SF	NON F.A.R. SF
		TOWER					
		GUEST UNITS & BALCONIES					
	103	1-BR UNITS (82 UNITS) 302	357.5 x 206	71,100	71,443.00	71,443.00	
	228	2-BR UNITS (82 UNITS) 47X	344.5 x 684	1,031.30	231,436.00	231,436.00	0.00
	10	3-BR UNITS (84 UNITS) 3X	344.5 x 40	1,378.00	11,780.00	11,780.00	0.00
		GR TOTAL					
	344	GRAND TOTAL			322,043.00	322,043.00	0.00
		BALCONIES					
		ELEVATOR SHAFTS			12,443	0	12,443
		GROUND FLOOR ELEVATOR SHAFTS			11,300	23,300	
		HAIR/SERVICE/CIRCULATION (lower only)			700	700	
		STAIRS (Tennishobby & parking levels)			70,154	70,154	
		LOBBY/ADJANCE (incl. Concierge, Card & Parking Elev. Lobby)			15,763	15,763	
		GROUND PUBLIC CIRCULATION incl. Elev. Stairs			2,603	2,603	
		MECHANICAL (incl. roof)			5,187	5,187	
		BOH/ STORAGE AT PARKING LEVELS			2,000	2,000	
		ADMIN OFFICES			20,134	20,134	
		GENERATOR			2,313	2,313	
		MECHANICAL (Assumes Stand Alone Plant)			403	403	
		LOADING/TRUCK DOCK			4,979	4,979	
		BOH /SERVICE CIRCULATION			1,447	1,447	
		SERVICE DRIVEWAY			1,641	1,641	
		TOWER SUB TOTAL			7,947	0	7,947
B		PARKING			592,799	0	592,799
C		COMMON PORTE COCHERE/ARRIVAL PLAZA			49,664	0	49,664
		PORTE COCHERE			2,034	0	2,034
		COVERED WALKWAY			7,364	7,364	0
		FRONT DESK/OFFICE			4,357	1,357	0
		PORTE COCHERE SUBTOTAL			10,782	0	10,782
D		RETAIL SHOPS					
		RETAIL SHOPS (Excl. Sundry Shop)			7,533	7,533	0
		SUNDRY SHOP (incl. lobby level)			1,574	1,574	0
		RETAIL SHOPS SUBTOTAL			9,124	0	9,124
E		RESTAURANT					
		RESTAURANT (incl. Pool Bar)			2,500	2,500	0
F		SITWORK					
		WEDDING CHAPEL			1,200	1,200	0
		SUBTOTAL			592,799	500,414	92,385
		Undefined Area (10%)				50,041	
		TOTAL				550,455	
		REQUIRED PARKING					
		Units (0.25 stall per unit)	341	0.25	85.25		
		Retail (1 stall per 800sf)	9,124	800	11.41		
		Restaurant (1stall per 800sf)	2,500	800	3.13		
		Admin Office (1 stall per 800 sf)	2,313	800	2.89		
		Front Office (1 stall per 800sf)	1,357	800	1.70		
		Total Required Parking			104.37		
		NET PARKING	120		104.37		say 106 stalls

Waikikian + HHV Parcels

FAR Calculation

09-Apr-02

Description	TMK	Land Area (sf)	Land Area (sf)	Floor Area (sf)
Ala Tower				
Ala Tower	2-6-08:05	8,121	16,697	254,438
Ala Tower	2-6-08:27	6,584		
Ala Tower	2-6-08:31	1,992		
Diamond Head Apts			32,554	33,750
Diamond Head Apts	2-6-08:01	14,653		
Diamond Head Apts	2-6-08:02	5,900		
Diamond Head Apts	2-6-08:07	2,618		
Diamond Head Apts	2-6-08:12	3,126		
Diamond Head Apts	2-6-08:19	4,940		
Diamond Head Apts	2-6-08:17	1,317		
Diamond Head Tower			39,597	230,897
Diamond Head Tower	2-6-08:03	4,865		
Diamond Head Tower	2-6-08:20	14,360		
Diamond Head Tower	2-6-08:21	18,215		
Diamond Head Tower	2-6-08:24	2,157		
Kalia Tower			90,530	355,488
Kalia Tower	2-6-09:07	13,281		
Kalia Tower	2-6-09:13	77,249		
Lagoon Tower	2-6-09:01		70,000	286,110
Parking/CB & Rainbow Bazaar	2-6-09:09		131,645	137,754
Parking/CB				93,992
Rainbow Bazaar				43,762
Parking/CB & Rainbow Bazaar	2-6-09:12		56,428	0
Roadway	2-6-09:11		37,984	0
Tapa Tower, Rainbow Tower, Entry Building, Louis Vitton, & Retail Shops	2-6-08:34		394,518	1,350,575
Tapa Tower				947,364
Rainbow Tower				370,301
Entry Building				26,000
Louis Vitton				3,502
Retail Shops				1,408
Tapa Tower/Diamond Head Tower	2-6-08:23		4,340	0
Tapa Tower/Diamond Head Tower	2-6-08:38		3,751	0
Subtotal			878,044	2,649,062
Total (HHV)			878,044	2,648,602
Waikikian	2-6-9:10		29,374	550,455
	2-6-9:2		45,105	
	2-6-9:3		8,080	
Subtotal (Waikikian)			82,559	550,455
TOTAL			960,603	3,199,057
1/2 ROW Kalia Bonus			69,580	0
1/2 ROW Ala Moana, Oewy, Halomana Bonus			34,716	0
GRAND TOTAL			1,064,899	3,199,057
FAR Multiplier				3.0041



TRANSITIONAL SETBACK

SCALE: 1/128" : 1'-0"

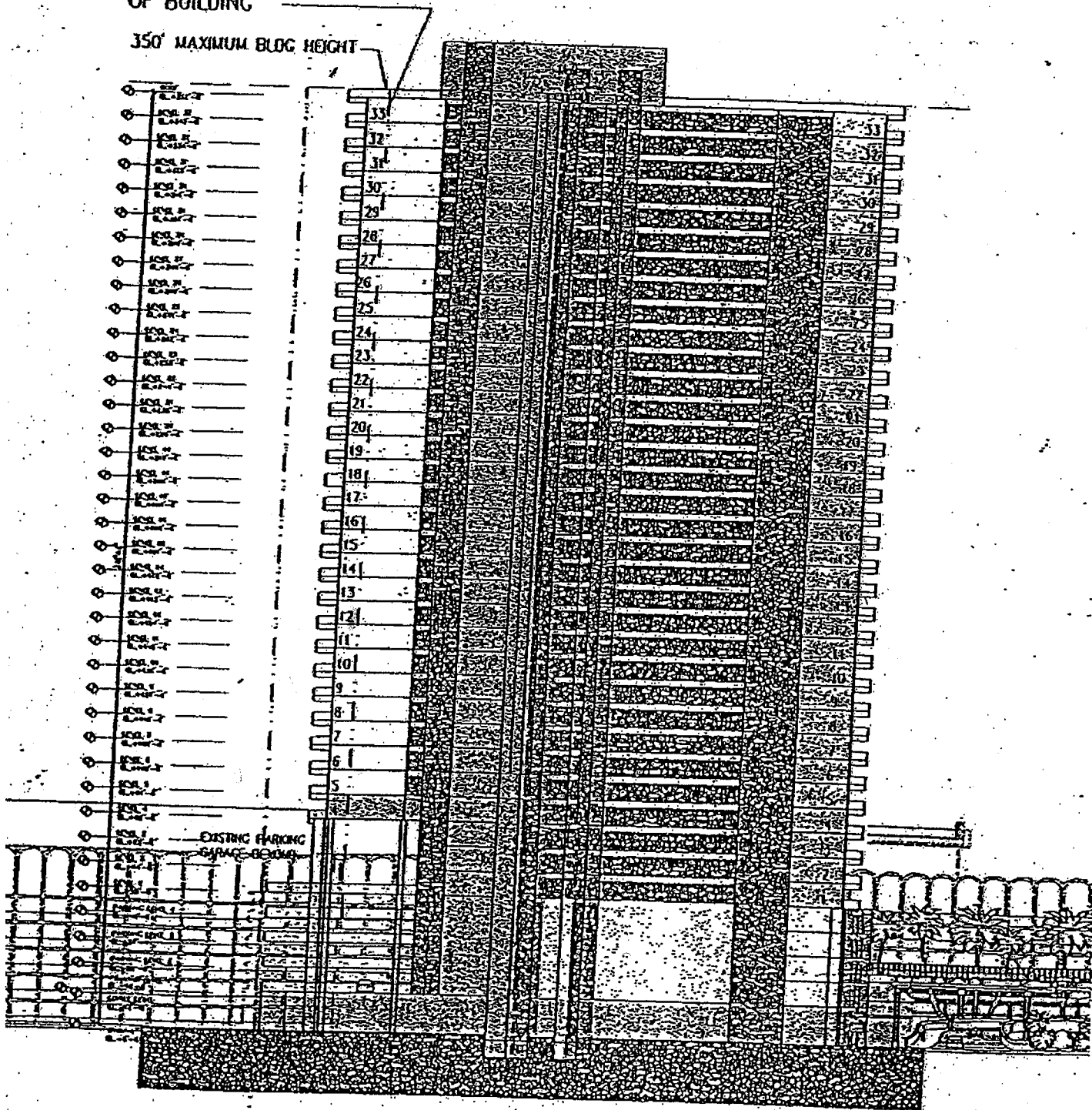
EXHIBIT D
Page 23 of 30

EXHIBIT SMA/PDR-12

WAIKIKIAN

ADDITIONAL HEIGHT
 SETBACK-WAIKIKI
 PER LUO FIG. 21-9.2
 AT MAUKA EDGE
 OF BUILDING

350' MAXIMUM BLDG HEIGHT



PROPERTY LINE

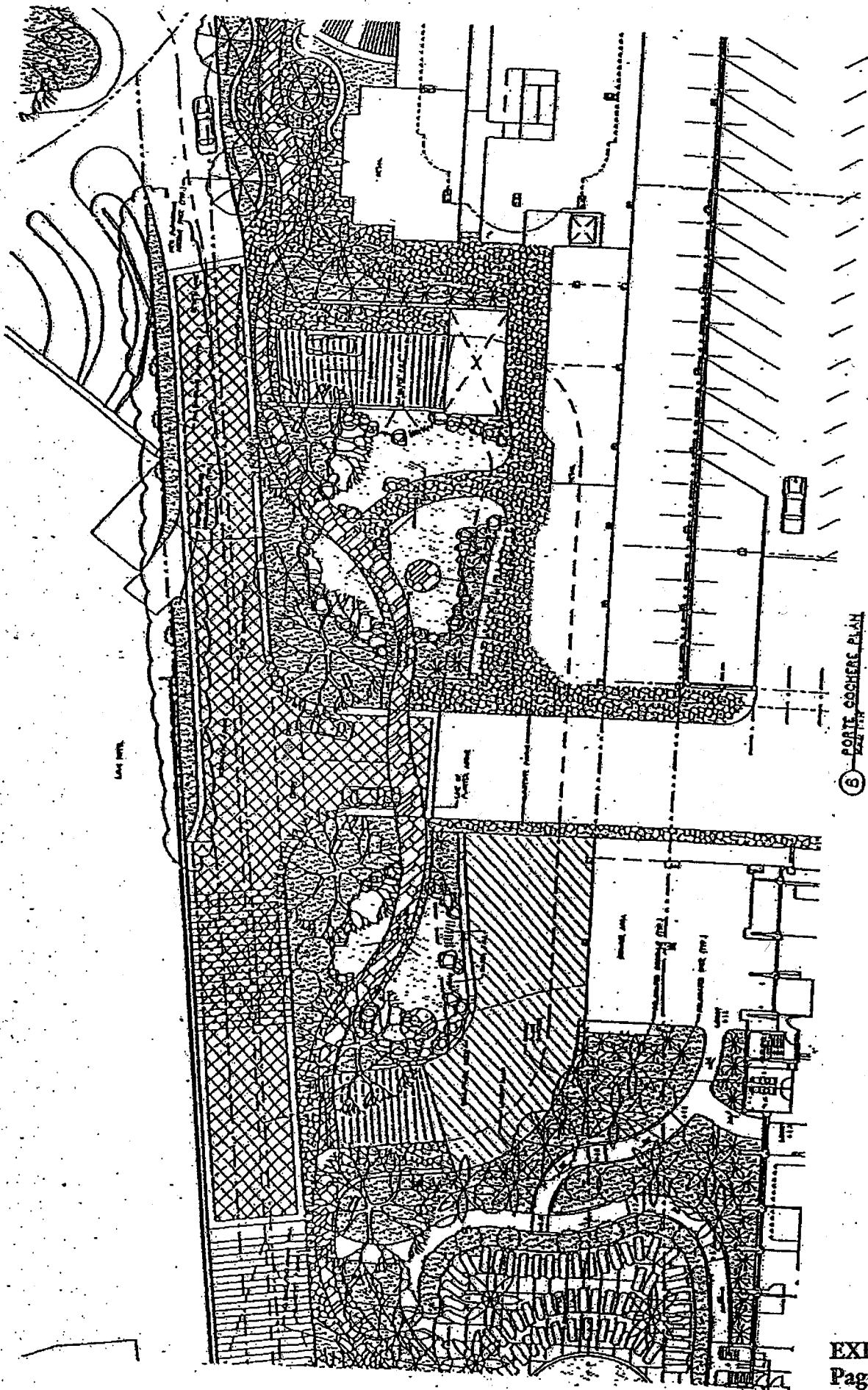


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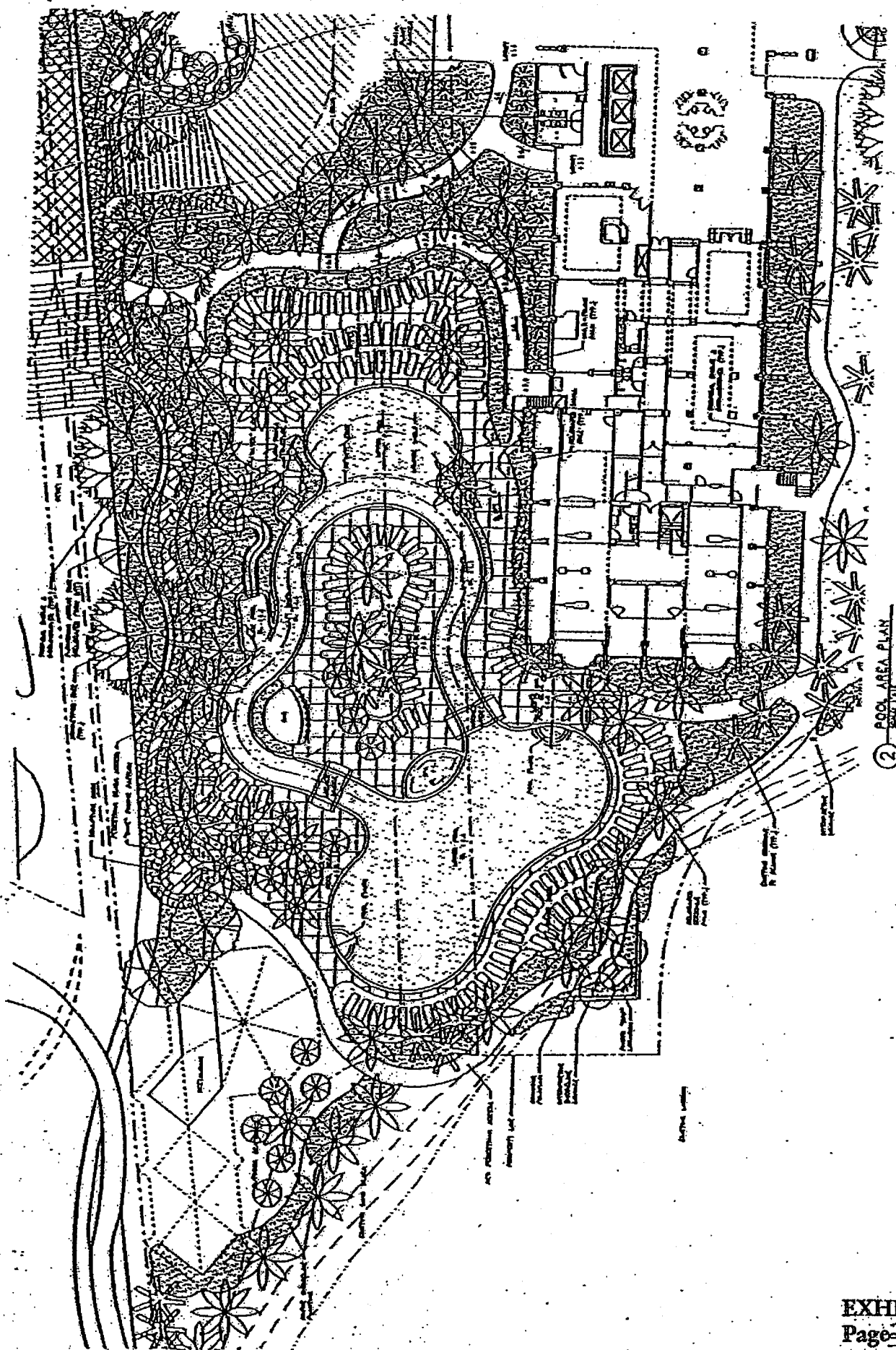
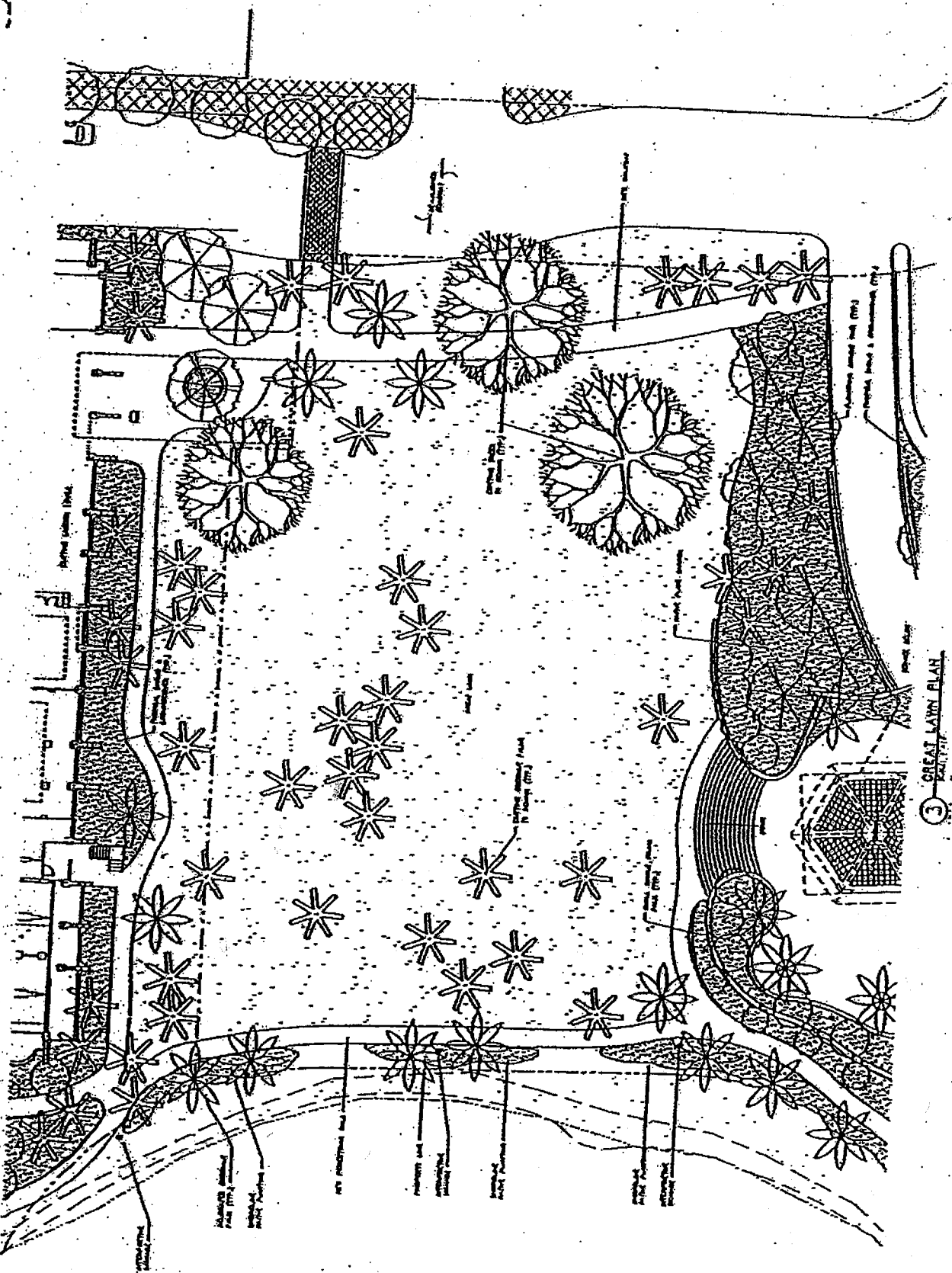
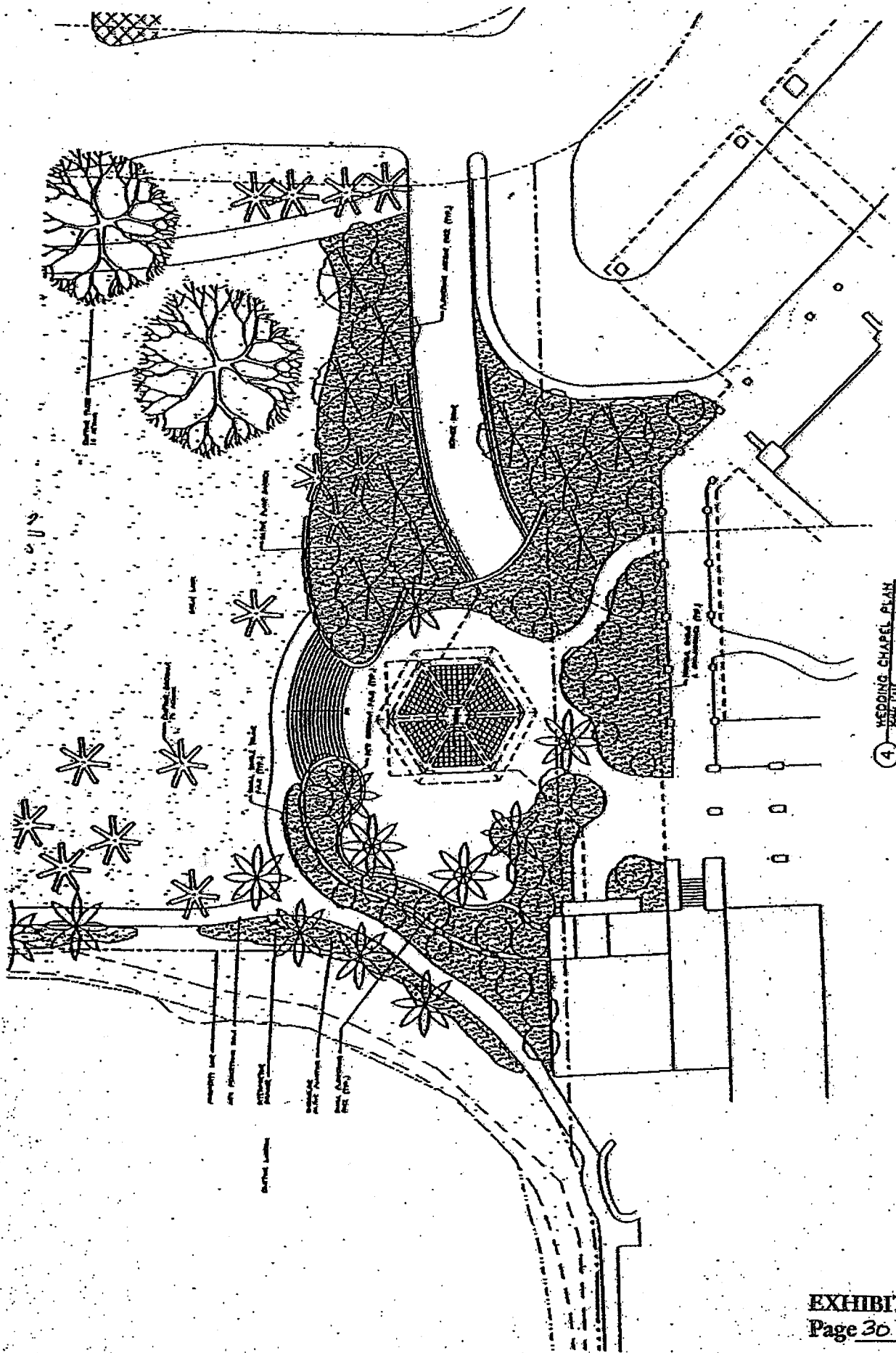


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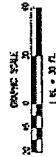






November 21, 2005

HILTON WAKIKIAN DEVELOPMENT COMPOSITE UTILITY PLAN AT HILTON LAGOON



ALA WAI YACHT HARBOR (EXIST-OWN)

ALA WAI YACHT HARBOR (EXIST-OWN)

11/21/05
TNC 2-4-102.7

TNC 2-3-371.12

LAGOON TOWER
HILTON GRAND VACATIONS
TNC 2-4-102.1

LAGOON LAWN
TNC 2-4-102.34

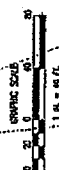
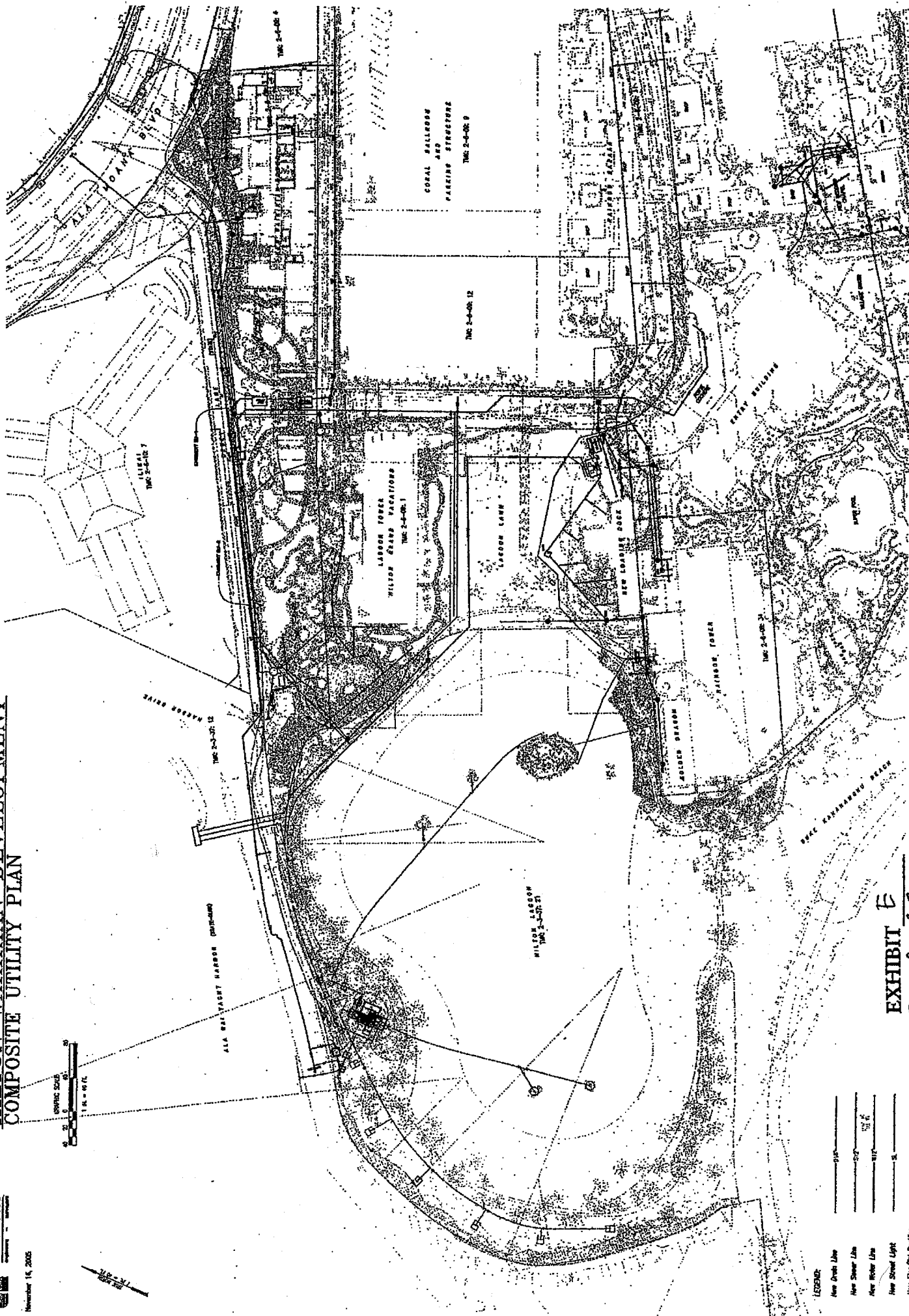
HILTON LAGOON
TNC 2-3-371.21

GOLDEN DRAGON

LEGEND:

- New Drain Line ——— D16"
- New Sewer Line ——— S12"
- New Pump Discharge ——— P ———

HILTON WAKIKIAN DEVELOPMENT COMPOSITE UTILITY PLAN



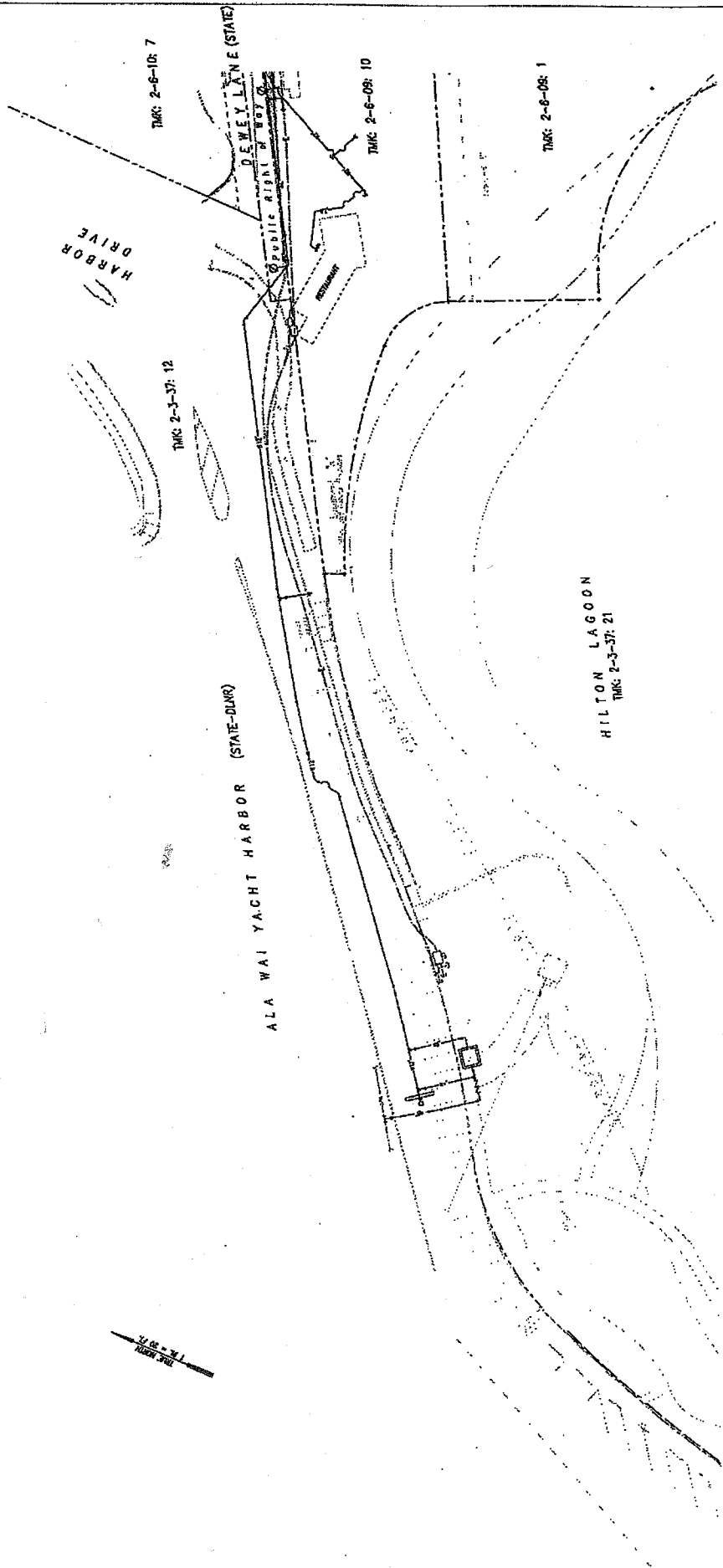
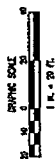
LEGEND:

Water Main	12"
Water Sewer	12"
Water Sewer	18"
Water Sewer	24"
Water Sewer	36"
Water Sewer	48"
Water Sewer	60"
Water Sewer	72"
Water Sewer	84"
Water Sewer	96"
Water Sewer	108"
Water Sewer	120"
Water Sewer	132"
Water Sewer	144"
Water Sewer	156"
Water Sewer	168"
Water Sewer	180"
Water Sewer	192"
Water Sewer	204"
Water Sewer	216"
Water Sewer	228"
Water Sewer	240"
Water Sewer	252"
Water Sewer	264"
Water Sewer	276"
Water Sewer	288"
Water Sewer	300"
Water Sewer	312"
Water Sewer	324"
Water Sewer	336"
Water Sewer	348"
Water Sewer	360"
Water Sewer	372"
Water Sewer	384"
Water Sewer	396"
Water Sewer	408"
Water Sewer	420"
Water Sewer	432"
Water Sewer	444"
Water Sewer	456"
Water Sewer	468"
Water Sewer	480"
Water Sewer	492"
Water Sewer	504"
Water Sewer	516"
Water Sewer	528"
Water Sewer	540"
Water Sewer	552"
Water Sewer	564"
Water Sewer	576"
Water Sewer	588"
Water Sewer	600"
Water Sewer	612"
Water Sewer	624"
Water Sewer	636"
Water Sewer	648"
Water Sewer	660"
Water Sewer	672"
Water Sewer	684"
Water Sewer	696"
Water Sewer	708"
Water Sewer	720"
Water Sewer	732"
Water Sewer	744"
Water Sewer	756"
Water Sewer	768"
Water Sewer	780"
Water Sewer	792"
Water Sewer	804"
Water Sewer	816"
Water Sewer	828"
Water Sewer	840"
Water Sewer	852"
Water Sewer	864"
Water Sewer	876"
Water Sewer	888"
Water Sewer	900"
Water Sewer	912"
Water Sewer	924"
Water Sewer	936"
Water Sewer	948"
Water Sewer	960"
Water Sewer	972"
Water Sewer	984"
Water Sewer	996"
Water Sewer	1008"
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Water Sewer	1164"
Water Sewer	1176"
Water Sewer	1188"
Water Sewer	1200"
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Water Sewer	1236"
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Water Sewer	1272"
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Water Sewer	1392"
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Water Sewer	1440"
Water Sewer	1452"
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Water Sewer	1836"
Water Sewer	1848"
Water Sewer	1860"
Water Sewer	1872"
Water Sewer	1884"
Water Sewer	1896"
Water Sewer	1908"
Water Sewer	1920"
Water Sewer	1932"
Water Sewer	1944"
Water Sewer	1956"
Water Sewer	1968"
Water Sewer	1980"
Water Sewer	1992"
Water Sewer	2004"
Water Sewer	2016"
Water Sewer	2028"
Water Sewer	2040"
Water Sewer	2052"
Water Sewer	2064"
Water Sewer	2076"
Water Sewer	2088"
Water Sewer	2100"
Water Sewer	2112"
Water Sewer	2124"
Water Sewer	2136"
Water Sewer	2148"
Water Sewer	2160"
Water Sewer	2172"
Water Sewer	2184"
Water Sewer	2196"
Water Sewer	2208"
Water Sewer	2220"
Water Sewer	2232"
Water Sewer	2244"
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Water Sewer	2268"
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Water Sewer	2328"
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Water Sewer	2364"
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Water Sewer	2832"
Water Sewer	2844"
Water Sewer	2856"
Water Sewer	2868"
Water Sewer	2880"
Water Sewer	2892"
Water Sewer	2904"
Water Sewer	2916"
Water Sewer	2928"
Water Sewer	2940"
Water Sewer	2952"
Water Sewer	2964"
Water Sewer	2976"
Water Sewer	2988"
Water Sewer	3000"



November 17, 2003

HILTON WAKIKIAN DEVELOPMENT COMPOSITE UTILITY PLAN AT ALA WAI YACHT HARBOR



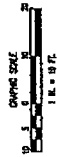
LEGEND:

- New Water Line ——— W12"
- New Street Light ——— SL
- New Elec/Tel Ductline ——— E



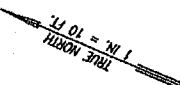
November 17, 2005

HILTON WAKIKIAN DEVELOPMENT
COMPOSITE UTILITY PLAN AT ALA WAI YACHT HARBOR (STATE-DLNR)



ALA WAI

YACHT HARBOR



TMK: 2-3-37: 12

HILTON LAGOON
TMK: 2-3-37: 21

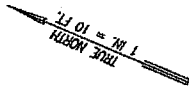
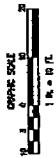
LEGEND:

- New Water Line ——— W12"
- New Street Light ——— SL
- New Elec/Tel Ductline ——— E

EXHIBIT F
Page 2 of 4

SHEET 1

HILTON WAKIKIAN DEVELOPMENT COMPOSITE UTILITY PLAN AT ALA WAI YACHT HARBOR



HARBOR DRIVE

TMK: 2-6-10: 7

TMK: 2-3-37: 12

ALA WAI YACHT HARBOR
(STATE- DLNR)

DEWEY LANE (STATE)

Public Right of Way

RESTAURANT

TMK: 2-6-09: 10

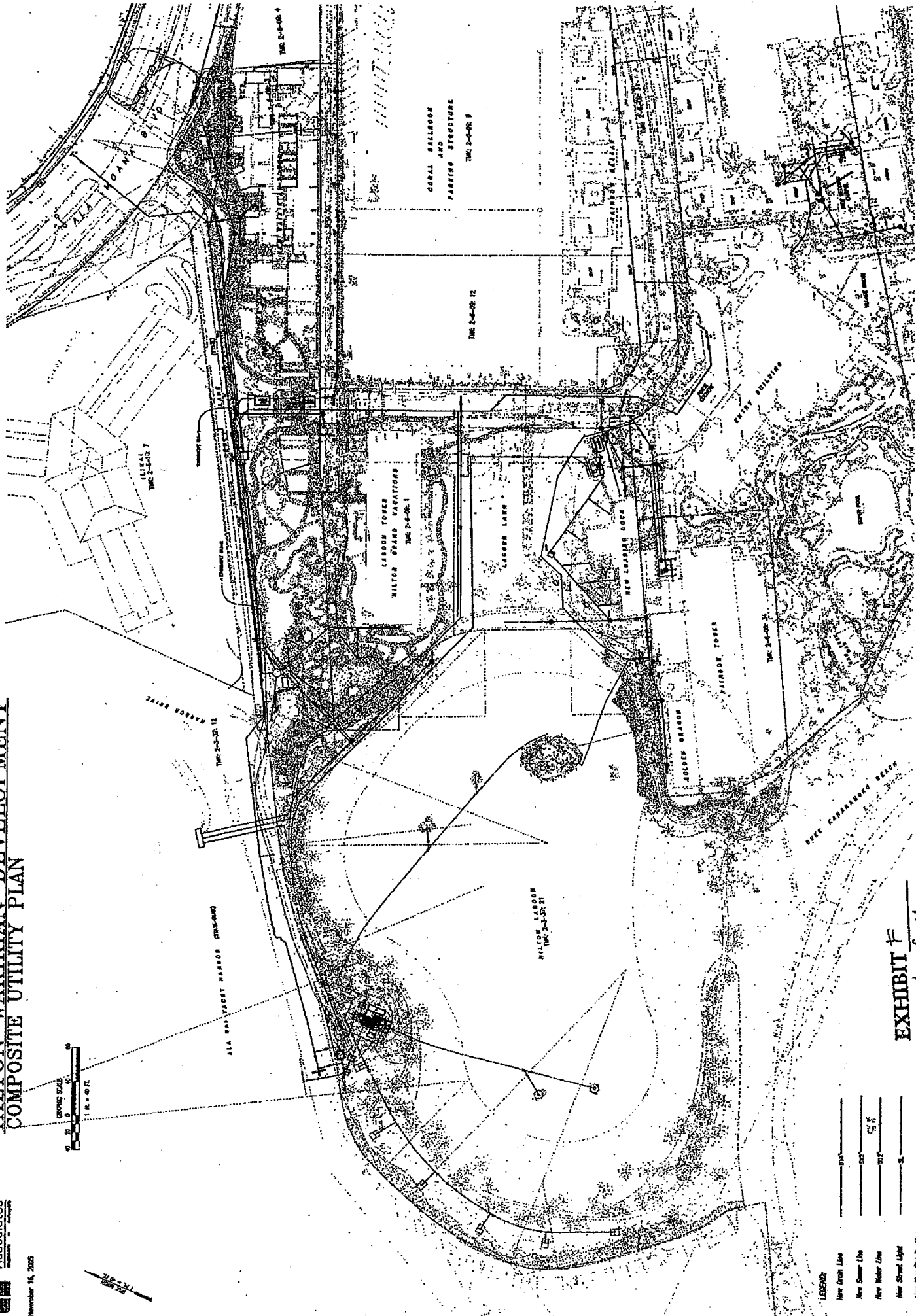
HILTON LAGOON
TMK: 2-3-37: 21

LEGEND:

- New Water Line _____ W12"
- New Street Light _____ SL
- New Elec/Tel Ductline _____ E

EXHIBIT F
TMK: 2-6-09: 1 Page 3 of 4

HILTON WAKIKIAN DEVELOPMENT COMPOSITE UTILITY PLAN



LEGEND:

New Drain Line	---
New Sewer Line	---
New Water Line	---
New Street Light	---
New Gas/Water Mains	---
New Pump Discharge	---

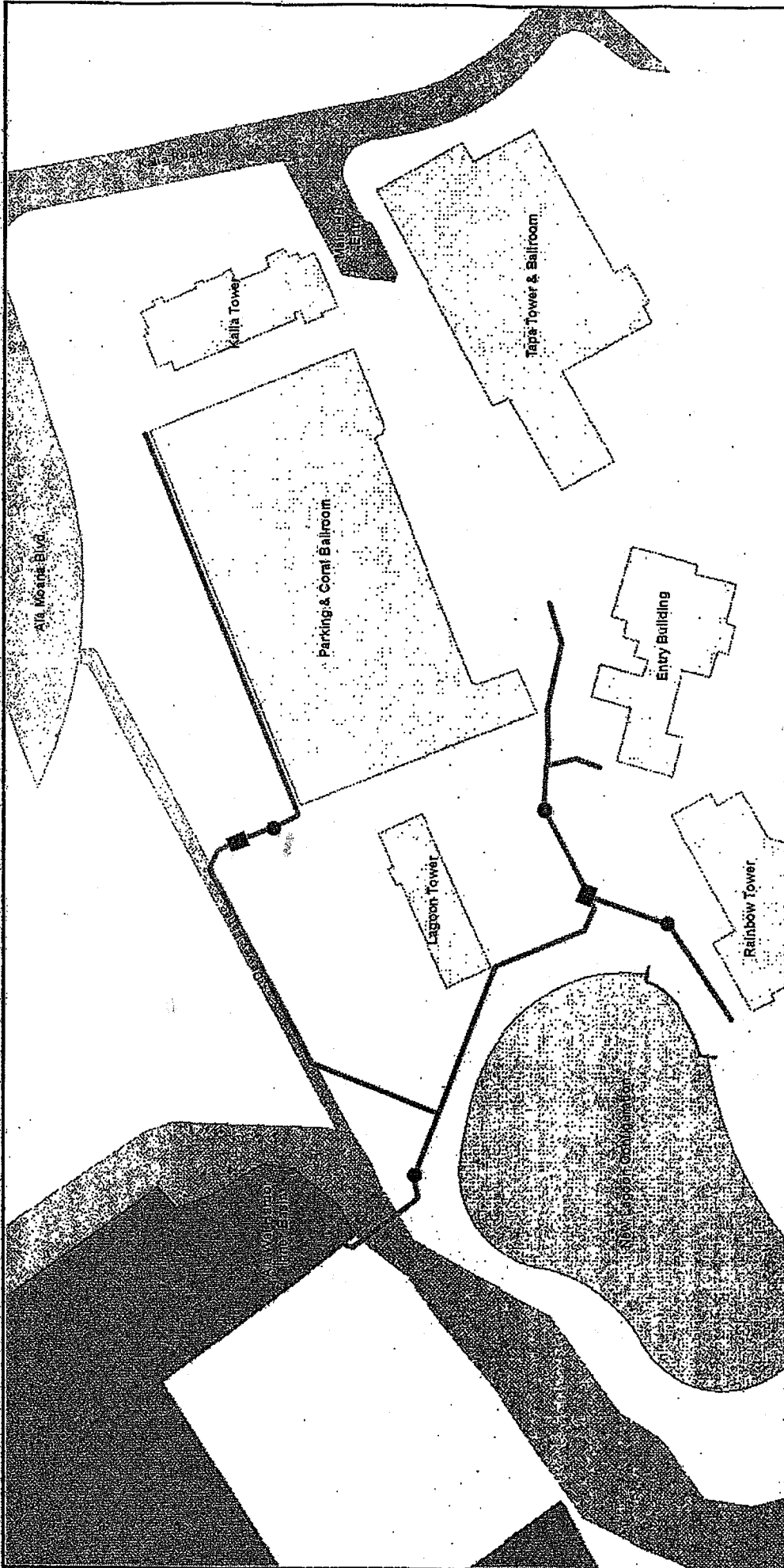


Figure 2-6:

Conceptual Layout of Proposed Storm Drainage System

Duke Kahanamoku Lagoon Restoration Project

Legend:

EXHIBIT G
Page 1 of 1

- New Storm Drains
- Treatment System
- Pump System

Prepared For:

Hilton Hotels Corp.

Prepared By:



Sources:

- City & County of Honolulu GIS
- Alcon Engineering, Inc.



STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF BOATING AND OCEAN RECREATION

December 9, 2005

Maui

Board of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii

Amend General Lease H-70-9 to the United States Coast Guard (Coast Guard) at
Maalaea Small Boat Harbor, Waikapu, Wailuku, Maui,
Tax Map Key: (2) 3-6-001-041.

APPLICANT:

The United States Coast Guard, whose address is: USCG, MLCPAC (STN)
Ronald V. Dellums Federal Building, 1301 Clay St., Suite 700N, Oakland, CA
94612-5203

LEGAL REFERENCE:

Sections 171-95, Hawaii Revised Statutes.

LOCATION AND AREA:

Portion of Government lands of Maalaea Small Boat Harbor, situated at Waikapu,
Wailuku, Maui, identified by Tax Map Key: (2) 3-6-001-041, as shown on the
attached map "Exhibit A, submerged lands of Slip #108-109", Portion of concrete
walk way aft of slips, Approximately 3,312 square feet, more or less.

ZONING:

State Land Use District: Urban
County of Maui CZO: M-1 Light Industrial

TRUST LAND STATUS:

Sections 5 (b) lands of the Hawaii Admissions Act
DHHL 30% entitlement lands pursuant to the Hawaii State
Constitution: YES ___ NO X

CURRENT USE:

Encumbered by General Lease No. H-70-9, The United States Of America,
United States Coast Guard, Lessee, uses Coast Guard Station Maui for storage of

search and rescue vessels, mooring and supporting facilities. The State of Hawaii and the United States Coast Guard entered into a lease on July 1, 1970 with an expiration date of June 30, 2015. The lease was amended on March 2, 1979 to extend the expiration date to June 30, 2030.

CHARACTER OF USE:

To permanently moor a new 47 foot Search and Rescue (MLB-47) Cutter in manner that will be safe at all times by dredging slips, installing piers adjacent to shore side support facilities, and installing secure fencing. To continue to operate search and rescue operations and any related activity.

COMMENCEMENT DATE:

To be determined by the Chairperson.

MONTHLY RENTAL:

The Federal Government is exempt in this Lease.

CHAPTER 343 - ENVIROMENTAL ASSESSMENT

The United States Coast Guard will be required to obtain all Federal, State, and County Permits and approvals.

DCCA VERIFICATION:

Not applicable-Federal Government.

REMARKS:

The United States Coast Guard currently operates U. S. Coast Guard Station Maui at the Maalaea Small Boat Harbor, on the island of Maui. The Coast Guard will make certain immediate and long-term improvements that will provide a safe and secure mooring area for the new 47 foot (MLB) Cutter, which will dramatically enhance the Search and Rescue (SAR) mission capabilities on Maui.

The Coast Guard is proposing to replace one of the existing trailer sized rescue boats with a 47 foot motor life boat (MLB). Operational limitations have been identified (size and design) with the current fleet of two rescue boats in responding to life-at-risk events at sea during periods of heavy weather, of elevated sea, and high surf. The MLB will be best suited to navigate the rough water portions of Maui County. This vessel is noted for its ability to self right, should it rolled over. It is designed to be self bailing, be swift and has a range of 200 miles.

The Coast Guard most recently by way of Land Board Submittal Item J-2 on June 9, 2005 obtained an amendment to add leased wharf deck space, make secure improvements on the wharf deck for the U.S. Coast Guard trailered safe boats, fuel storage, in addition to securing both the west and south side pier faces with secure fencing, in anticipation of the arrival of the new 47 foot Motorized life boat and any visiting vessels.

At this time the U. S. Coast Guard is requesting an amendment to General Lease No. H-70-9 (U.S. Coast Guard Lease No. DTG89-92-LL-03-067) to make exclusive use of the area of slip #108 & 109 submerged land, and a portion of fast land totaling approximately 3,312 square feet. The complete parcel is located directly adjacent and along side the west side of the existing wharf face. Inclusive will be a strip of walk way the width (running east to west) of the pier project, above the revetment to the makai (south) edge of the wood rail (running east to west). This will allow for access to slip and installation of secure fencing. The term of this amendment is requested to run concurrent with Lease H-70-9, until 2030.

The south face of the wharf currently being used is ideal for stationed or temporary mooring of visiting CG vessels, for loading and unloading. The south wharf face is however exposed to "kona storm" surge or south swell, thus increasing the chance of damage to any vessel permanently moored there.

The Coast Guard has found over time that the area of slips 108 & 109 adjacent to the wharf deck on the west side are best suited to permanently moor, secure, and keep the a 47 foot MLB safe especially so during the times when weather is running from the south. This will allow the vessels to moor stern in, and bow to weather, facing south to the entrance of the harbor.

Upon receiving the amendment to utilize these slips, the Coast Guard is requesting approval to pursue the following improvements and repairs at their own expense. The submerged portion of the approximate area of 3,312 square feet of land within the foresaid area will need to be dredged as well as removal of any loose boulders. Please reference Exhibit A and B.

To further increase the quality of mooring, the Coast Guard proposes to install two finger piers positioned to extend from a portion of the revetment on the west side of the west wharf face running out approximately sixty feet from the revetment, see "Exhibit A." At this time the Coast Guard is presently doing a study to determine the best pier design to be ideal with the conditions existing in this location of Maalaea Harbor.

The Coast Guard, as part of the process in working with the Division of Boating and Ocean Recreation to lease this slip area will prepare a federal Environmental Assessment, in accordance with the National Environmental Policy Act. The Coast Guard will also prepare this EA in accordance with Chapter 343 of the

Hawaii Revised Statutes. Currently, although not required, the Coast Guard is currently offering a thirty day scoping period for agencies, organizations, the general public to consider the proposed action, design alternatives and provide input to identify any key issues, through out the planning process.

The Division of Boating and Ocean Recreation, on July 18, 2005 made a request to the Attorney General for review, and recommendation regarding the best path toward a lease of submerged land at Maalaea Small Boat Harbor for the Coast Guard. The Attorney General responded saying, "Based on our review of the applicable statutes, we believe that while you may wish to file a Concurrent Resolution with the Legislature, as provided for in section 171-95 (a)(2), HRS, provides as follows:

(a) Notwithstanding any limitations to the contrary, the Board of Land and Natural Resources may, without public auction:

"(2) Lease to the governments, agencies, and public utilities, public lands for terms up to, but not in excess of sixty-five years at such rental and on such other terms and conditions as the board may determine...."

Public Lands are defined in section 171-2, HRS, as including "Submerged Lands, and land beneath tidal waters which are suitable for reclamation, together with reclaimed lands which have been given the status of public lands under this chapter..."

As a governmental agency, the Coast Guard would fall under the section 171-95(a)(2) exception to public auction provisions, and the Board of Land and Natural Resources would be permitted to negotiate a direct lease to the Coast Guard for the submerged land at Maalaea Small Boat Harbor.

Please reference "Exhibit A & B" as it delineates the following requested area and improvements:

1. An area of approximately 3312 feet, known as "Slips #108 and #109" located adjacent to the west side of the wharf deck, and portion of land just at the foot of both slips, stopping at the wooden rail.
2. The area that will require some dredging.
3. Design showing two fixed piers, and apron.
4. Chain link secure fence at base piers on land side of revetment, stairway access.

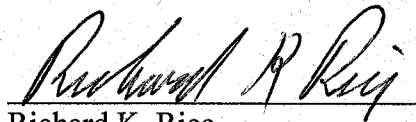
The Coast Guard understands they will be required to comply with all Federal, State, and County requirements. The applicant will also be required to provide survey maps and descriptions according to State DAGS standards, along with whatever other requirements are appropriate.

RECOMMENDATION:

That the Board approves an amendment of General Lease H-70-9, subject to the following:

1. The terms and conditions set forth above, which are by this reference incorporated herein;
2. Review and approval by the Department of the Attorney General; and
3. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

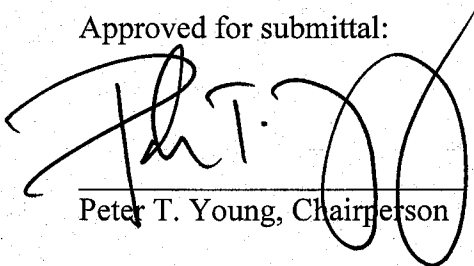
Respectfully Submitted,



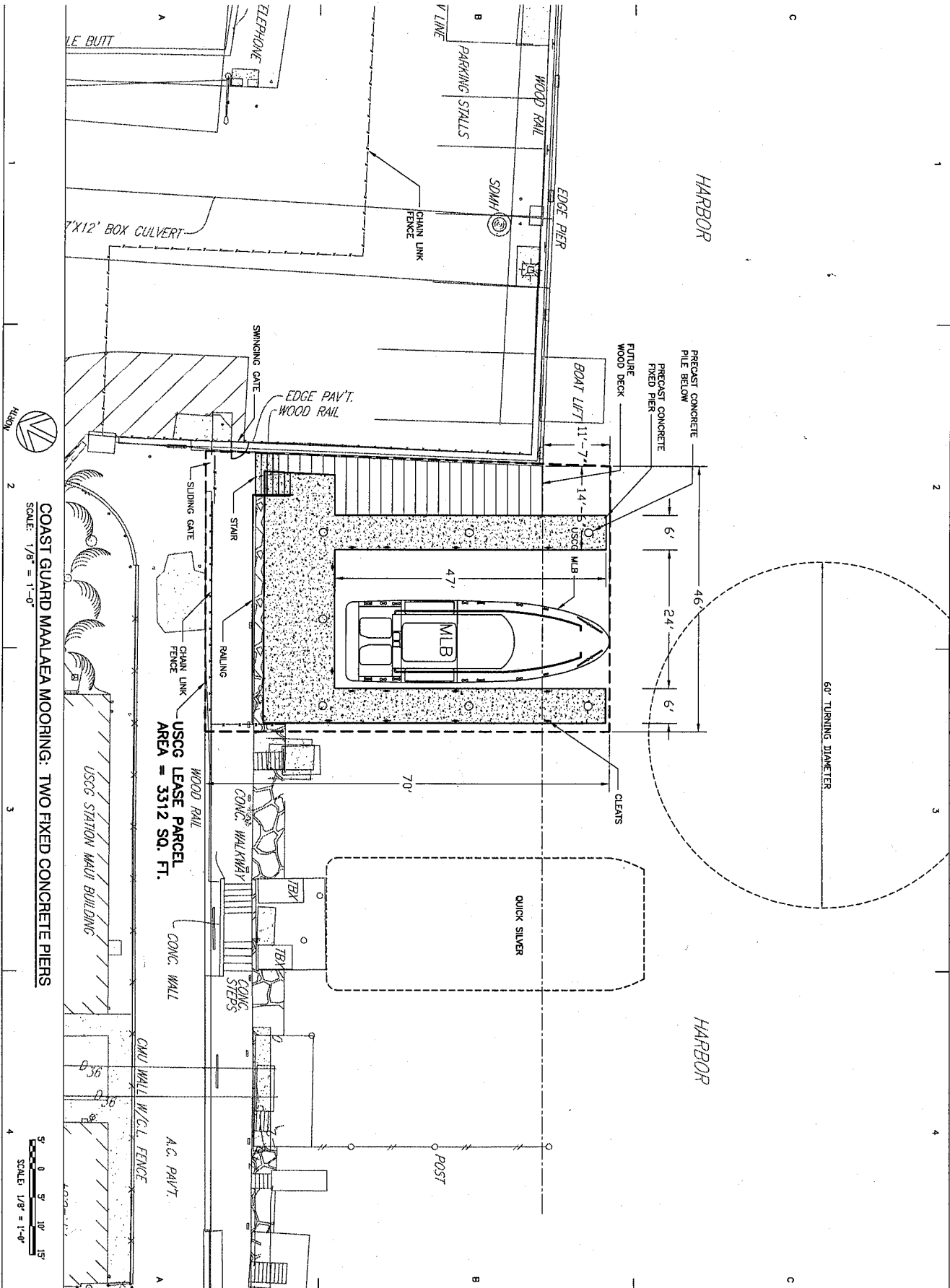
Richard K. Rice
Administrator

Attachments

Approved for submittal:

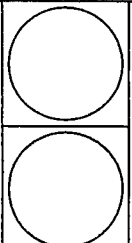


Peter T. Young, Chairperson



SSP International, Inc. 301 Sutter Street, Suite 502 Honolulu, Hawaii 96813 CONSULTANTS	
U. S. COAST GUARD CIVIL ENGINEERING UNIT HONOLULU	
USCG, CEU HONOLULU 370 ALA MOANA BLVD. HONOLULU, HAWAII 96850-4982	
L/E PROJECT NO. D/O FILE NAME DESIGNED BY DRAWN BY CHECKED BY	
SCALE AS SHOWN PLOT SCALE 1:1	
SHEET TITLE NEW MLB MOORING STATION MAUI MALALEA HARBOR STRUCTURAL SITE PLAN	
REVIEWED BY: REVIEWED BY: REVIEWED BY:	
EC: TEAM LEADER	
COMMANDING OFFICER: DATE:	
PROJECT NUMBER: DRAWING NUMBER:	
14-H05010	
DESIGNED BY: S-2	
SHEET OF	

SSA International, Inc.
501 S. King Street, Suite 502
Honolulu, Hawaii 96817



U. S. COAST GUARD
CIVIL ENGINEERING UNIT
HONOLULU



USCG, CEU HONOLULU
370 KALA MOANA BLVD.
HONOLULU, HAWAII 96850-4932

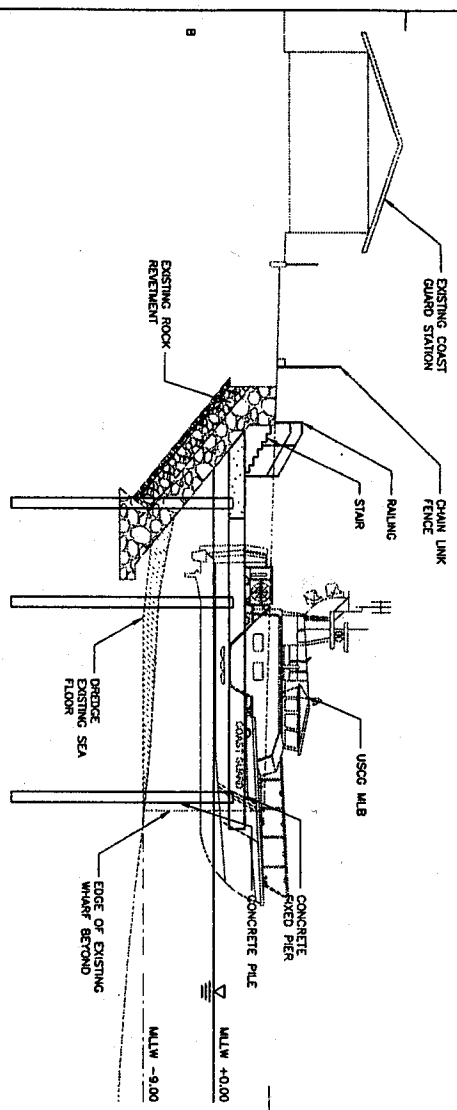
DATE	DESCRIPTION

DATE PROJECT NO.	
DESIGNED BY:	
DRAWN BY:	
CHECKED BY:	
SCALE: AS SHOWN	
SHEET TITLE	

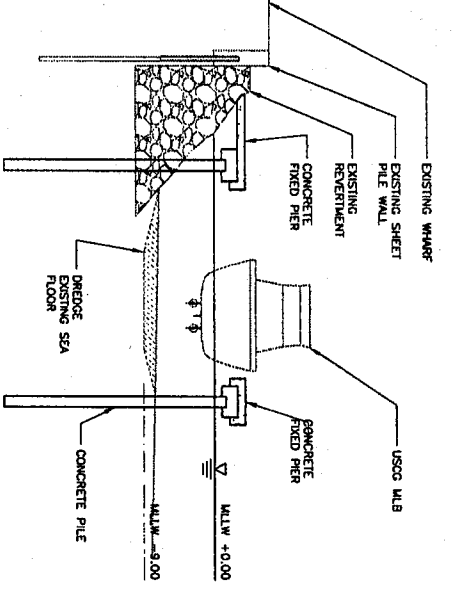
REVIEWED BY:		REVIEWED BY:	
DATE:		DATE:	
PROJECT NUMBER:		DRAWING NUMBER:	

ISSUING/ST. NO.	
S-5	
SHEET	OF

SECTION - TWO FIXED PIERS
SCALE: 1/8" = 1'-0"



CROSS SECTION
SCALE: 1/8" = 1'-0"



SCALE: 1/8" = 1'-0"

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of Boating and Ocean Recreation
Honolulu, Hawaii 96813

December 9, 2005

Board of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii

Oahu

Entry into Joint Use Agreement with Hilton Hawaiian Village LLC, Waikiki , Oahu, Tax Map Key Numbers: (1) 2-6-009:002 and 010, (1) 2-6-010-007 (por.); Issuance of Right of Entry Permit to Hilton Hawaiian Village LLC, Tax Map Keys: (1) 2-6-010: Roadway ; Grant of Easement Board to Board of Water Supply, Tax Map Keys: (1) 2-6-010: Roadway; Grant of Easement Board to Hawaiian Electric Company, Tax Map Keys: (1) 2-6-010: Roadway

STATUTE:

Sections 171-13, 55 Hawaii Revised Statutes, as amended.

APPLICANT:

Hilton Hawaiian Village LLC (Hilton), a domestic limited liability company, whose business and mailing address is 2005 Kalia Road, Honolulu, Hawaii, 96815.

LOCATION:

Portion of Government lands of Waikiki situated at Honolulu, Oahu, identified by Tax Map Key Numbers: (1) 2-6-009:002 and 010, (1) 2-6-010-007 (por.).

AREA:

Lot 1-A-2:	143 square feet, more or less
Lot 2:	467 square feet, more or less
Lot 3:	293 square feet, more or less
Lot 4:	120 square feet, more or less
Lot 5:	2,202 square feet, more or less

Lot 5-C-2: 2,201 square feet, more or less
Lot 6B: 159 square feet, more or less
Public Right of Way: 3,225 square feet, more or less
RU-1: To be determined by a licensed land surveyor.
RU-2: To be determined by a licensed land surveyor.

ZONING:

State Land Use District:	Urban
City and County of Honolulu CZO	Public Precinct/Waikiki Special District

TRUST LAND STATUS:

Section 5(a) lands of the Hawaii Admission Act

DHHL 30% entitlement lands pursuant to the Hawaii State
Constitution: Yes _____ No X

CURRENT USE STATUS:

Public right of way.

CHARACTER OF USE:

Roadway purposes; Right, privilege and authority to construct, use, maintain and repair water and sewer lines, including, without limitation, any and all connection points, pipelines, meters, pumps, conduits, and other equipment and appurtenances for water, sewer, and drainage purposes; Right, privilege and authority to construct, use, maintain and repair electrical lines and other equipment necessary to provide electricity.

COMMENCEMENT DATE:

To be determined by the Chairperson.

EASEMENT TERM:

Perpetual.

ANNUAL RENT:

Gratis

CHAPTER 343 – ENVIRONMENTAL ASSESSMENT:

The final environmental impact statement for the project has been reviewed.

APPLICANT REQUIREMENTS:

Applicant shall be required to provide survey maps and descriptions according to State DAGS standards and at Applicant's own cost.

REMARKS:

1. Joint Use Agreement to Allow Improvements to Be Made to Dewey Lane.

Hilton is in the process of redeveloping its property, including, the construction of the Waikikan, a 350-foot tower containing 355 timeshare/hotel units. Hilton, in connection with its redevelopment of its property, obtained a special management area use permit File No. 2002/SMA-19 (the "**SMA Permit**") and a planned development-resort permit from the City & County of Honolulu File No. 2002/SDD-33. The SMA Permit requires Hilton to widen and make improvements to the public roadway in Honolulu, Hawaii known as "Dewey Lane." Hilton has completed the design of the proposed improvements to Dewey Lane and is ready to proceed with the construction of the improvements to Dewey Lane.

The State owns the fee simple title to Lots 5-C-2, 6-B and the "Public Right of Way" (the "**Public Right of Way**"), all as shown on the maps attached hereto as **Attachments 1 and 2**. Lots 5-C-2, 6-B and the Public Right of Way are at times collectively herein referred to as the "**State Parcels**." The State Parcels are currently dedicated as a public right of way and constitute a portion of Dewey Lane. Lots 5-C-2 and 6-B, respectively, as shown on **Attachments 1 and 2**, are identical to Lots 5-C-2 and 6-B shown on Land Court Map 4 ("**Land Court Map 4**") of Land Court Consolidation 64, authorized and approved by Order of the Land Court on January 21, 1964. Lots 5-C-2 and 6-B are lands described in Transfer Certificate of Title 12,829. The Public Right of Way shown on **Attachments 1 and 2** is the same as the "Public Right of Way" shown on Land Court Map 4.

The State has a perpetual easement (the "**Perpetual Easement**") over Lots 1-A-2, 2, 3, 4, and 5 (collectively the "**Easement Parcels**") as shown on **Attachments 1 and 2**. The State's

Perpetual Easement rights over the Easement Parcels are for public right of way and public roadway as set forth in various documents including, without limitation, Transfer Certificate of Title 85,450 and Land Court Document No. 324984 dated December 23, 1963. Lots 1-A-2, 2, 3, 4 and 5, respectively, as shown on **Attachments 1 and 2**, are identical to Lots 1-A-2, 2, 3, 4, and 5, shown on Land Court Map 4 and are lands described in Transfer Certificate of Title 85,450.

Hilton is prepared to dedicate a portion of its land (the "**Hilton Roadway Easement**") running along the Diamond Head (southeast) side of the Public Right of Way to be used in perpetuity, in combination with the State Parcels and the Perpetual Easement, for public roadway purposes and as part of a redesign and reconstruction of portions of Dewey Lane pursuant to a joint use agreement subject to Hilton's reserved right to grant easements for utility purposes. The Hilton Roadway Easement consists of "**Easement RU-1**" and "**Easement RU-2**" as shown on **Attachments 1 and 2**. Easement RU-1 is a portion of Lot B ("**Lot B**") as shown on Map 1 of Land Court Application No. 1549. Easement RU-2 is a portion of the 29,374 square foot lot ("**Lot X**") shown on Map 1 of Land Court Application 1716. Lot B and Lot X are the lands described in Transfer Certificate of Title No. 550,224. A composite map showing the germane Land Court information and designating Easement RU-1 and RU-2 is attached to this Joint Use Agreement as **Attachment 3**.

Hilton seeks to utilize the State Parcels, the Perpetual Easement and the Hilton Roadway Easement on a combined basis for the reconstruction and relocation of portions of Dewey Lane (the "**Dewey Lane Improvements**"). The State Parcels, the Perpetual Easement and the Hilton Roadway Easement are sometimes collectively referred to herein as the "**Combined Lands**."

There are two design alternatives for the Dewey Lane Improvements: **Attachments 1 & 4** collectively constitute "**Alternative 1**" and **Attachments 2 & 5** collectively constitute "**Alternative 2**". The difference between Alternative 1 and Alternative 2 is that Alternative 1 contains a landscaping planter located on a portion of Lots 3, 4, and 5 of the Perpetual Easement, as well as over a portion of Lot 5-C-2 of the State Parcels. However, the State's dominant Perpetual Easement over Lots 3, 4, and 5 is for public rights of way and public roadway purposes. Ownership of Lots 3, 4, and 5 are subject to the Condominium Declaration for the Ilikai Apartment Building. Lots 3, 4, and 5 are common elements of the Ilikai Apartment Building condominium,

subject to the State's dominant Perpetual Easement for public right of way and public roadway purposes. Therefore, the landscaping planter cannot be placed over Lots 3, 4, and 5 unless a joinder and consent is obtained from the Ilikai Association of Apartment Owners. Hilton is informed that the Dewey Lane Improvements can be completed in accordance with Alternative 2 without the joinder and consent of the Ilikai Association of Apartment Owners. Hilton has attempted, without success, to obtain the joinder and consent of the Ilikai Association of Apartment Owners to Alternative 1 for the Dewey Lane Improvements.

2. Board of Water Supply Easement

Hilton requests that the State grant to the BWS a non-exclusive, perpetual easement to operate, maintain, replace and repair the Water Line Improvements.

In addition, DBOR is in support of such a grant of easement to BWS. Thus, DBOR requests that a perpetual, non-exclusive easement be granted to BWS for the purpose of operating, maintaining, repairing, replacing, and connecting any and all connection points, pipelines, meters, pumps, conduits, and other equipment and appurtenances to provide water service.

3. Hawaiian Electric Company Easement

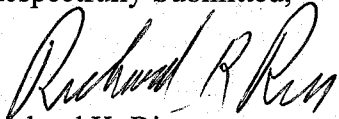
RECOMMENDATION:

That the Board authorize the following, subject to Applicant fulfilling the Applicant Requirements above:

1. Authorize the State to enter into the Joint Use Agreement and further subject to the following: with Hilton, covering the subject area under the terms and conditions cited above, which are by this reference incorporated herein.
 - a. The standard terms and conditions of the most current joint-use-agreement form, as may be amended from time-to-time;
 - b. Approval of the roadway plans by the DLNR, or any agency designated by the DLNR, to review and approve of the roadway engineering plans; and

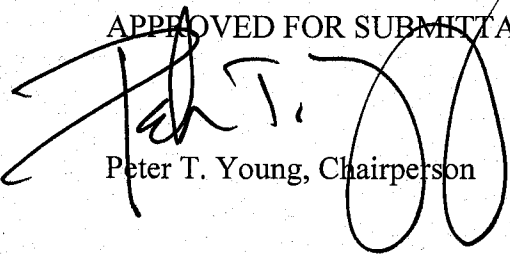
- c. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.
2. Authorize the issuance of a non-exclusive, perpetual easement to BWS, covering the subject area under the terms and conditions cited above, which are by this reference incorporated herein and further subject to the following:
 - a. The standard terms and conditions of the most current easement form, as may be amended from time-to-time; and
 - b. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.
3. Authorize the issuance of a non-exclusive, perpetual easement to HECO, covering the subject area under the terms and conditions cited above, which are by this reference incorporated herein and further subject to the following:
 - a. The standard terms and conditions of the most current easement form, as may be amended from time-to-time; and
 - b. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

Respectfully Submitted,


Richard K. Rice
Administrator

Attachments

APPROVED FOR SUBMITTAL:


Peter T. Young, Chairperson



COMPOSITE MAP SHOWING
PROPOSED DETEY LANE
IMPROVEMENTS WITH
LANDSCAPING ON PORTION
OF LOT 3, LOT 4, LOT 1
AND LOT 5-C-2
HILTON HAWAIIAN VILL
WAIKIKI, HONOLULU, HAW.
TAX MAP KEY: 2-06-09: 2 &

HILTON HAWAIIAN VILL
WAIKIKI, HONOLULU, HAW.
TAX MAP KEY : 2-05-09 : 2 &

alcon & associates, i
718 any street, room 250
houston, tx 77002
dentures & dentures

Consultant

Project Number: _____

Date: 16 NOV. 2

Revisions:

△	△
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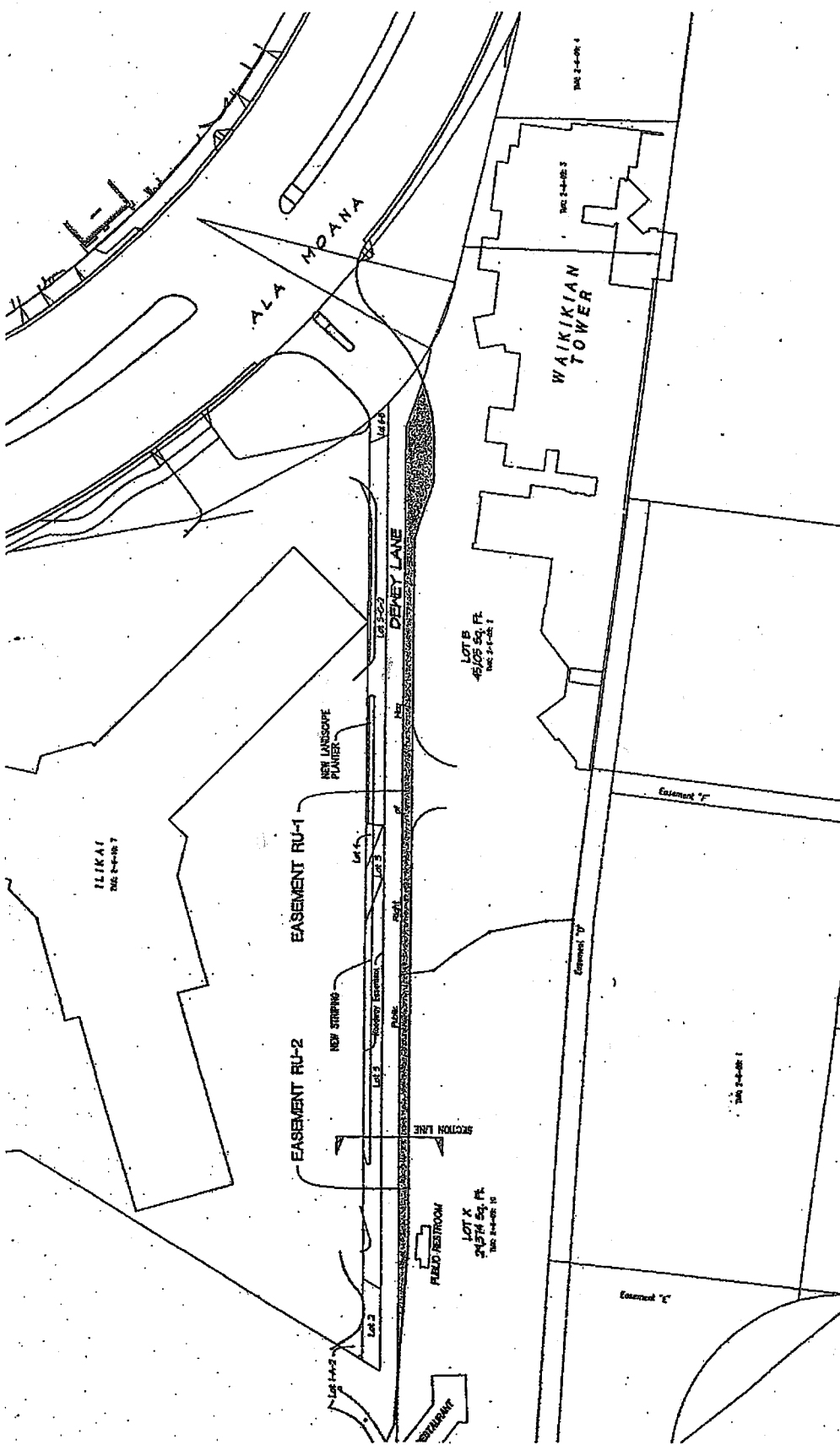
[illegible]

The original size of this drawing is 30" x 42".

50 GRAPHIC SCALE

ATTACHMENT
Page 1 of 1

COMPOSITE MAP SHOWING PROPOSED DEWEY LANE IMPROVEMENTS WITH LANDSCAPING ON PORTIONS OF LOT 3, LOT 4, LOT 5 AND LOT 5-C-2



ATTACHMENT 2
Page 1 of 1

COMPOSITE MAP SHOWING PROPOSED DEWEY LANE IMPROVEMENTS
WITH LANDSCAPING ON PORTIONS OF LOT 5-C-2 ONLY

Hilton
Hawaiian Village

COMPOSITE MAP SHOWING
PROPOSED DEWEY LANE
IMPROVEMENTS WITH
LANDSCAPING ON PORTIONS
OF LOT 5-C-2 ONLY

HILTON HAWAIIAN VILLAGE
WAIKIKI, HONOLULU, HAWAII
TAX MAP KEY: 2-06-08: 2 & 10

This printed size of this drawing is 30" x 42".

John & Associates, Inc.
Landscape Architects
1000 Kalia Road, Suite 100
Honolulu, Hawaii 96813
(808) 943-1111

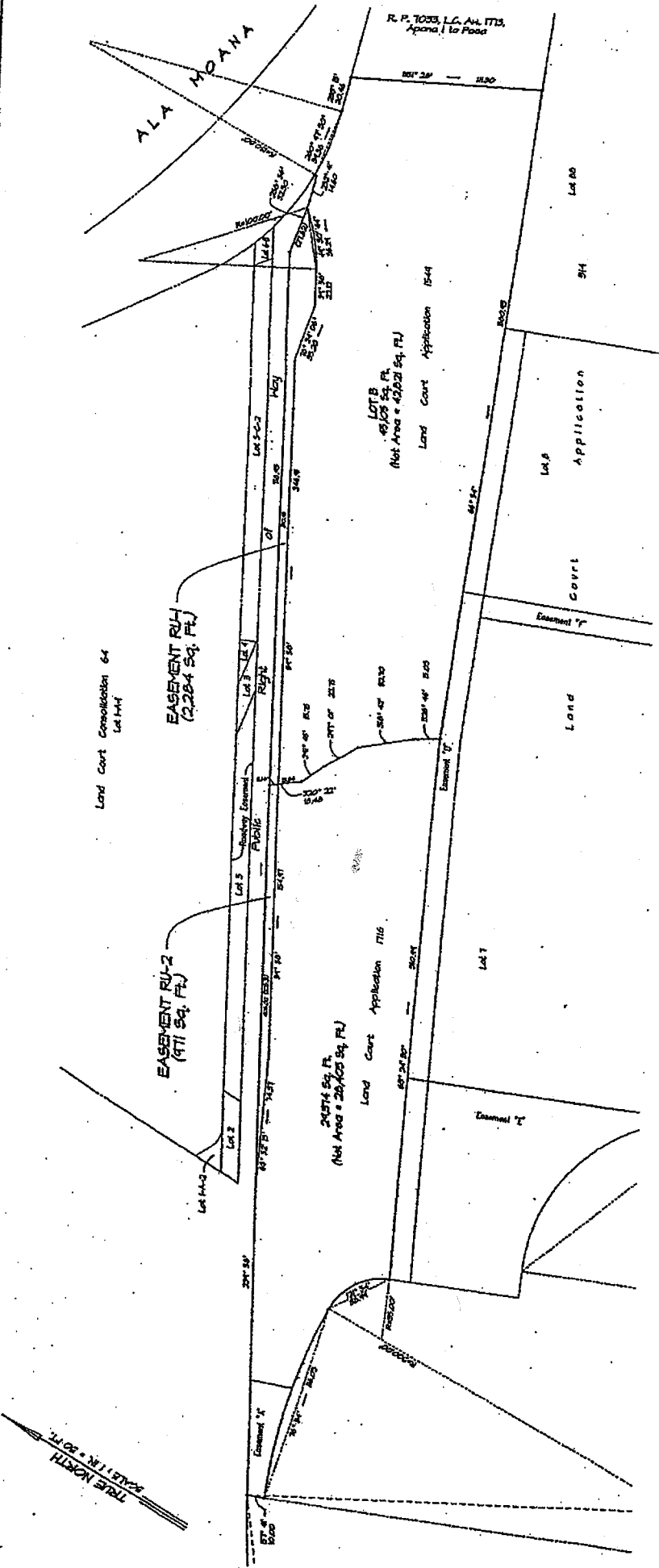
Consultant

Project Number: 15 NOV. 20

Date: 15 NOV. 20

Revisions:

1	Δ
2	Δ
3	Δ
4	Δ
5	Δ
6	Δ
7	Δ
8	Δ
9	Δ
10	Δ



COMPOSITE MAP
 DESIGNATION OF EASEMENT RU-1
 FOR ACCESS AND UTILITY PURPOSES
 AFFECTING LOT B
 OF LAND COURT APPLICATION 1544
 AS SHOWN ON MAP 1

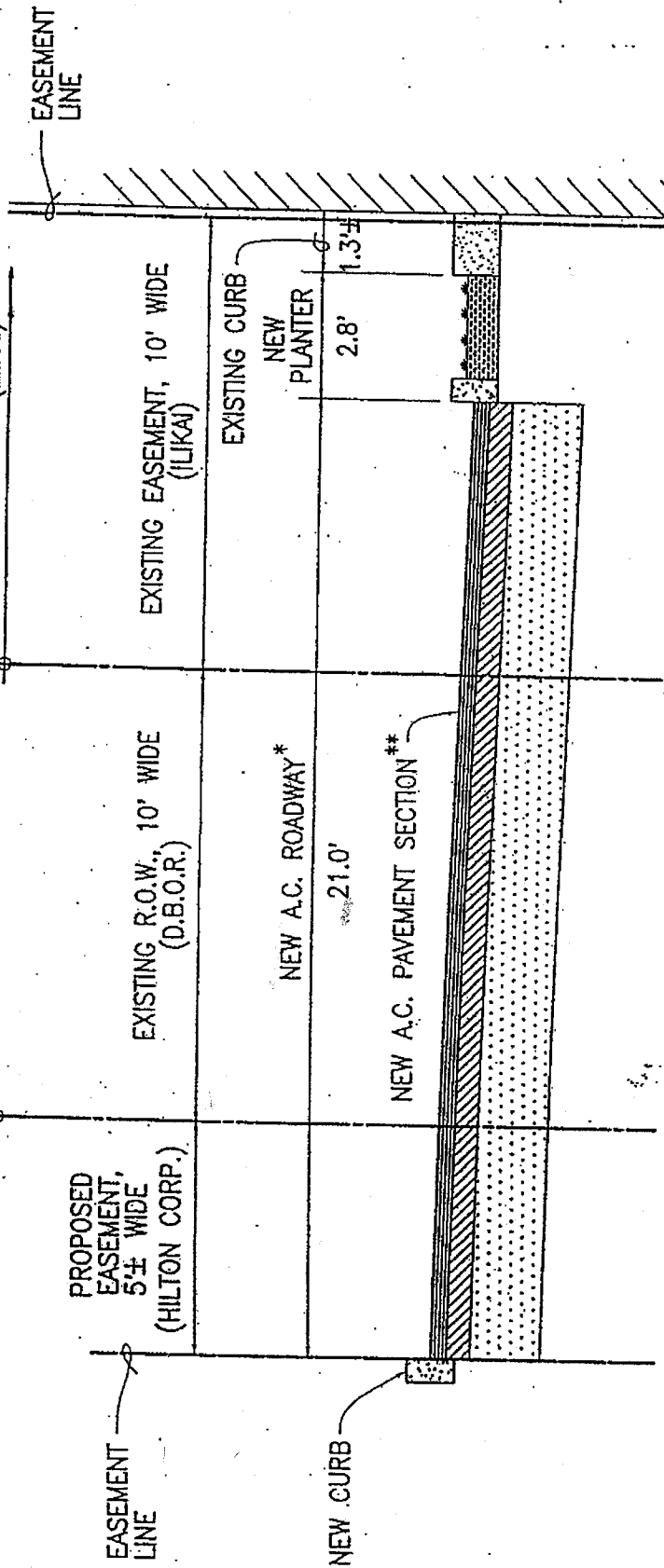
AND
 DESIGNATION OF EASEMENT RU-2
 FOR ACCESS AND UTILITY PURPOSES
 AFFECTING LAND COURT APPLICATION 1716
 AS SHOWN ON MAP 1

AT KALIA, HAWAII, OAHU, HAWAII
 TRUCK 2-6-04, 02 & 10
 OWNER, HILTON HAWAIIAN VILLAGE LLC



TMK: 2-6-09 : 10 (HILTON)

TMK: 2-6-10 : 07 (ILIKAI)



*ROADWAY WIDTH EXCEEDS MINIMUM WIDTH FOR CITY STANDARD ACCESS ROAD

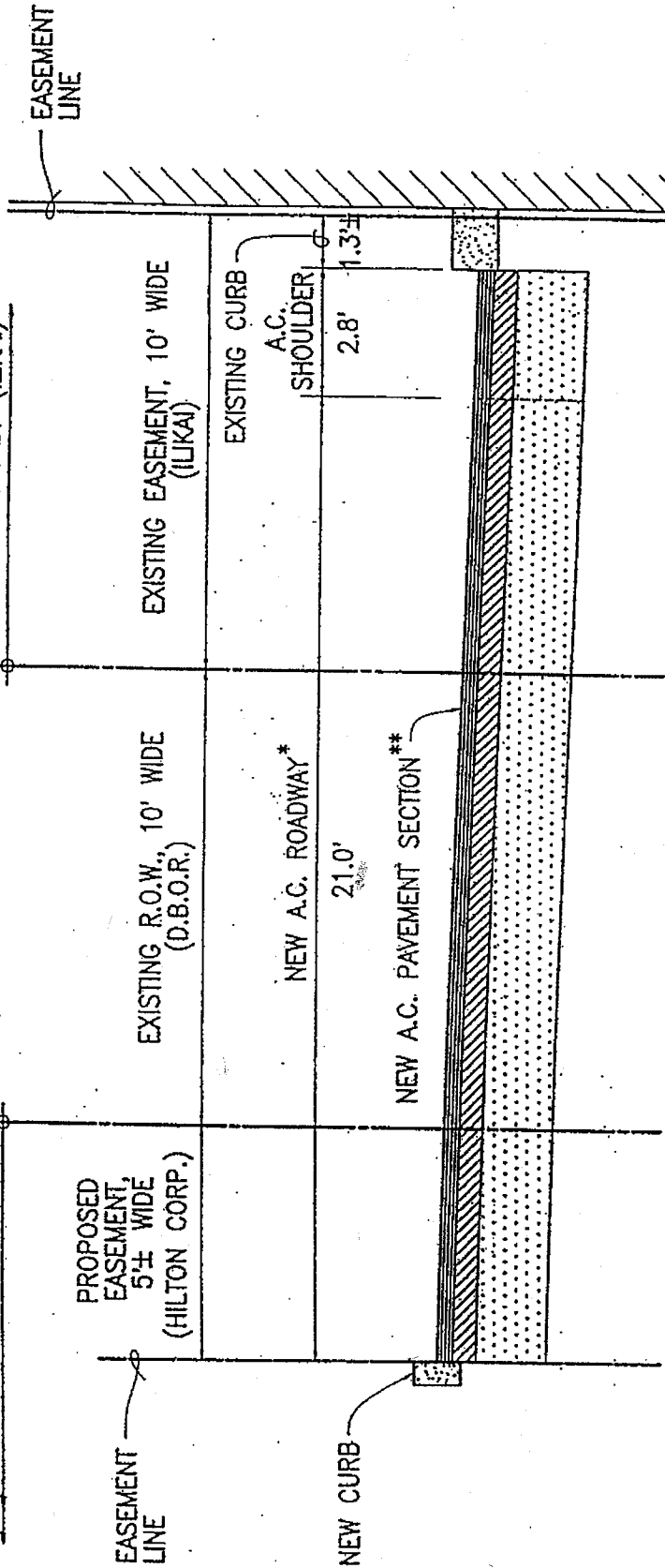
**NEW CITY STANDARD A.C. PAVEMENT SECTION (4" A.C., 6" BASE COURSE, & 18" SUB-BASE).

CROSS-SECTION (WITH LANDSCAPING ON PORTIONS OF THE PERPETUAL EASEMENT)

NOT TO SCALE

TMK: 2-6-09 : 10 (HILTON)

TMK: 2-6-10 : 07 (ILIKAI)

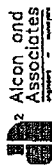


*ROADWAY WIDTH EXCEEDS MINIMUM WIDTH FOR CITY STANDARD ACCESS ROAD

**NEW CITY STANDARD A.C. PAVEMENT SECTION (4" A.C., 6" BASE COURSE, & 18" SUB-BASE).

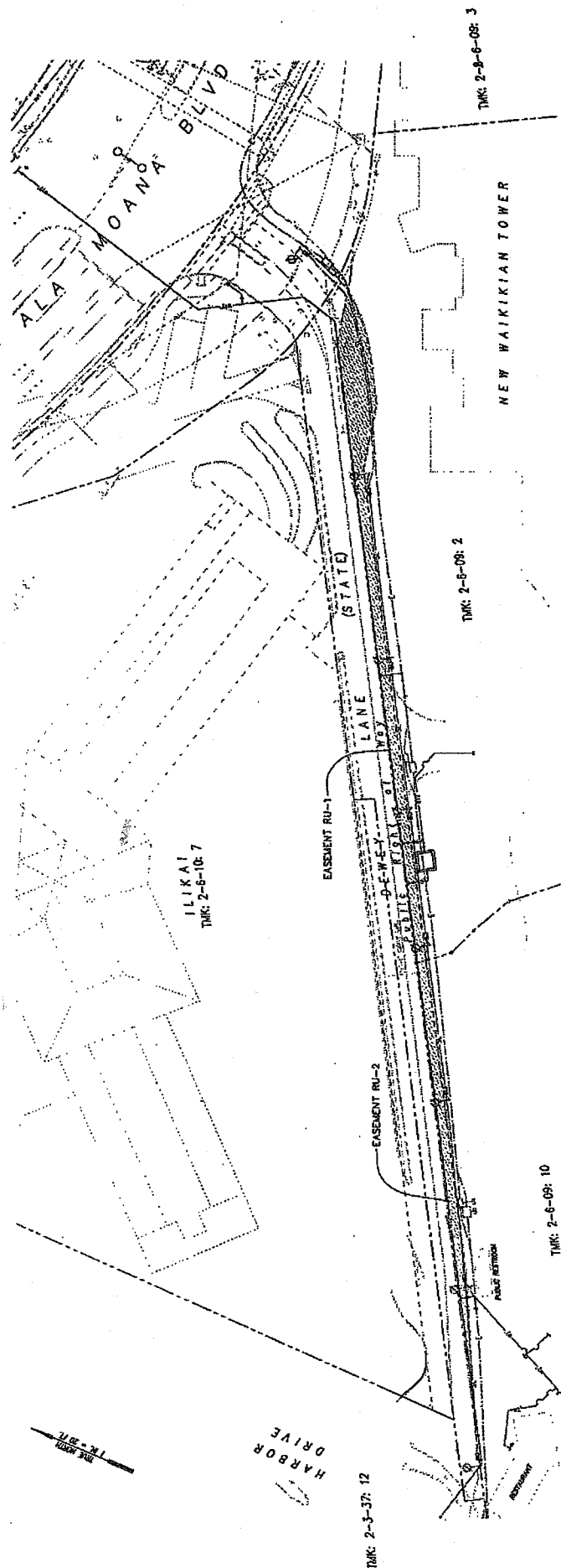
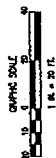
CROSS-SECTION (WITHOUT LANDSCAPING ON PORTIONS OF THE PERPETUAL EASEMENT)

NOT TO SCALE



November 17, 2005

HILTON WAIKIKIAN DEVELOPMENT COMPOSITE UTILITY PLAN AT DEWEY LANE



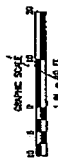
LEGEND:

- New Water Line _____ W12"
- New Street Light _____ SL
- New Elec/Tel Ductline _____ E



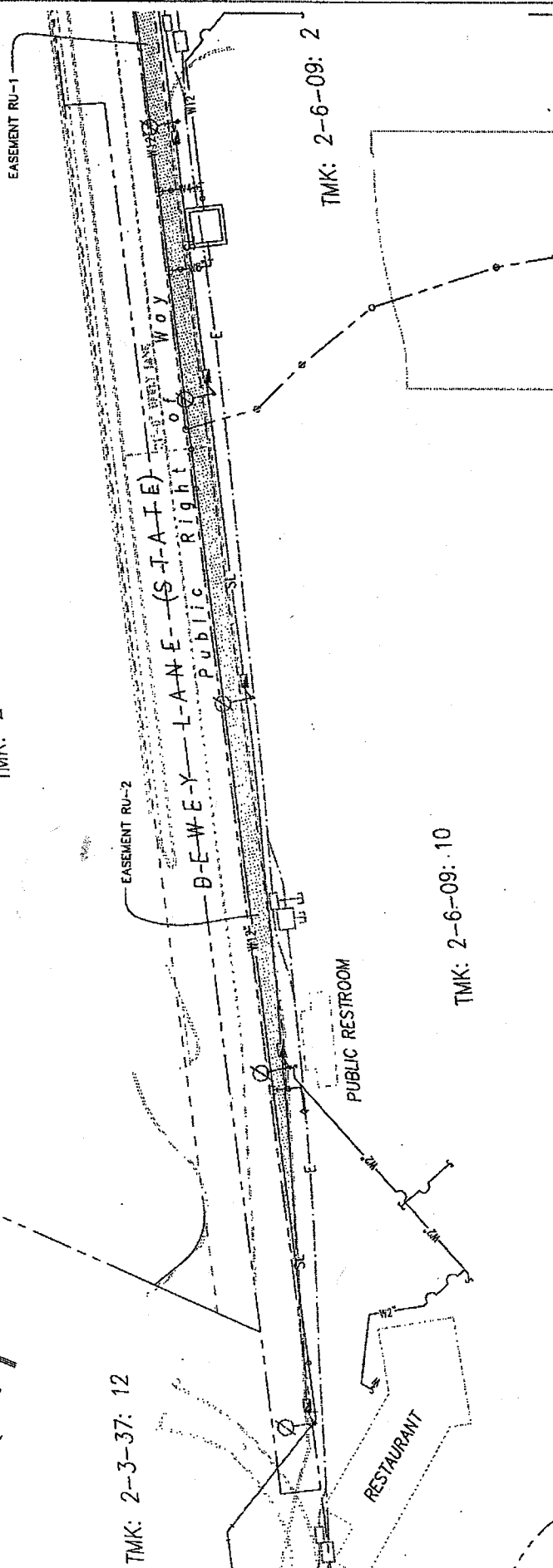
November 17, 2005

HILTON WAKIKIAN DEVELOPMENT COMPOSITE UTILITY PLAN AT DEWEY LANE



HARBOR
DRIVE
1" = 10' N

TMK: 2-6-10: 7



LEGEND:

- New Water Line ——— W12
- New Street Light ——— SL
- New Elec/Tel Ductline ——— E

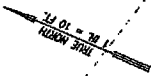
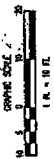
ATTACHMENT 6
Page 2 of 4

SHEET 1



January 17, 2005

HILTON WAIKIAN DEVELOPMENT COMPOSITE UTILITY PLAN AT DEWEY LANE



ILIKAI
TMK: 2-6-10: 7

EASEMENT RU-1

DEWEY LANE (STATE)
Public Right of Way

LEGEND:

- New Water Line _____ W12"
- New Street Light _____ SL
- New Elec/Tel Ductline _____ E

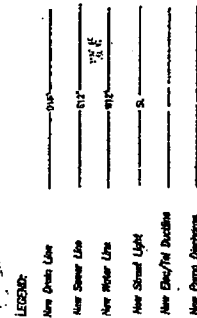
TMK: 2-6-09: 2

TMK: 2-6-09: 3

NEW WAIKIAN TOWER

SHEET 2

Alcon and Associates
engineers - architects





LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION: RETURN BY MAIL (X) PICK UP ()

Peter Starn, Esq.
Starn O'Toole Marcus & Fisher
737 Bishop Street
Mauka Tower, Suite 1740
Honolulu, Hawaii 96813
Telephone: (808) 537-6100

THIS DOCUMENT CONTAINS ____ pages

TITLE OF DOCUMENT:

JOINT USE AGREEMENT
FOR THE DEWEY LANE IMPROVEMENTS

PARTIES TO DOCUMENT:

STATE OF HAWAII, by its Board of Land and Natural Resources

HILTON HAWAIIAN VILLAGE, LLC, a Hawaii limited liability company, whose
mailing address is 2005 Kalia Road, Honolulu, Hawaii 96815-1999

TAX MAP KEY NOS.: (1) 2-6-010-007 (por.); (1) 2-6-009-002; (1) 2-6-009-010

**JOINT USE AGREEMENT
FOR THE DEWEY LANE IMPROVEMENTS**

THIS AGREEMENT is made effective as of the _____ day of _____, 2005, by and between the STATE OF HAWAII by its BOARD OF LAND AND NATURAL RESOURCES (the "State") and HILTON HAWAIIAN VILLAGE, LLC, a Hawaii limited liability company ("Hilton"), whose business and mailing address is 2005 Kalia Road, Honolulu, Hawaii 96815-1999.

BACKGROUND

The State owns the fee simple title to Lots 5-C-2, 6-B and the "Public Right of Way" (the "Public Right of Way"), all as shown on the maps attached to this Agreement as Attachments 1 and 2. Lots 5-C-2, 6-B and the Public Right of Way are at times collectively referred to in this document as the "State Parcels." The State Parcels are currently dedicated as a public right of way and constitute a portion of the public roadway in Honolulu, Hawaii known as "Dewey Lane." Lots 5-C-2 and 6-B, respectively, as shown on Attachments 1 and 2, are identical to Lots 5-C-2 and 6-B shown on Land Court Map 4 ("Land Court Map 4") of Land Court Consolidation 64, authorized and approved by Order of the Land Court on January 21, 1964. Lots 5-C-2 and 6-B are lands described in Transfer Certificate of Title 12,829. The Public Right of Way shown on Attachments 1 and 2 is the same as the "Public Right of Way" shown on Land Court Map 4.

The State has a perpetual easement (the "Perpetual Easement") over Lots 1-A-2, 2, 3, 4, and 5 (collectively the "Easement Parcels") as shown on Attachments 1 and 2. The State's Perpetual Easement rights over the Easement Parcels are for public right of way and public roadway as set forth in various documents including, without limitation, Transfer Certificate of Title 85,450 and Land Court Document No. 324984 dated December 23, 1963. Lots 1-A-2, 2, 3, 4 and 5, respectively, as shown on Attachments 1 and 2, are identical to Lots 1-A-2, 2, 3, 4, and 5, shown on Land Court Map 4 and are lands described in Transfer Certificate of Title 85,450.

Hilton is prepared to dedicate a portion of its land (the "Hilton Roadway Easement") running along the Diamond Head (southeast) side of the Public Right of Way to be used in perpetuity, in combination with the State Parcels and the Perpetual Easement, for public roadway purposes and as part of a redesign and reconstruction of portions of Dewey Lane pursuant to this Joint Use Agreement subject to Hilton's reserved right to grant easements for utility purposes. The Hilton Roadway Easement consists of "Easement RU-1" and "Easement RU-2" as shown on Attachments 1 and 2. Easement RU-1 is a portion of Lot B ("Lot B") as shown on Map 1 of Land Court Application No. 1549. Easement RU-2 is a portion of the 29,374 square foot lot ("Lot X") shown on Map 1 of Land Court Application 1716. Lot B and Lot X are the lands described in Transfer Certificate of Title No. 550,224. A composite map showing the germane Land Court information and designating Easement RU-1 and RU-2 is attached to this Joint Use Agreement as Attachment 3.

The State and Hilton intend to utilize the State Parcels, the Perpetual Easement and the Hilton Roadway Easement on a combined basis for the reconstruction and relocation of portions of Dewey Lane, shown on Attachments 1 and 2 (the "Dewey Lane Improvements"). The State Parcels, the Perpetual Easement and the Hilton Roadway Easement are sometimes collectively referred to in this Joint Use Agreement as the "Combined Lands."

There are two design alternatives the Dewey Lane Improvements: Attachments 1 & 4 collectively constitute "Alternative 1" and Attachments 2 & 5 collectively constitute "Alternative 2". The difference between Alternative 1 and Alternative 2 is that Alternative 1 contains a landscaping planter located on a portion of Lots 3, 4, and 5 of the Perpetual Easement, as well as over a portion of Lot 5-C-2 of the State Parcels. However, the State's dominant Perpetual Easement over Lots 3, 4, and 5 are for public rights of way and public roadway purposes. Ownership of Lots 3, 4, and 5 are subject to the Condominium Declaration for the Ilikai Apartment Building. The easement parcels are common elements of the Ilikai Apartment Building condominium, subject to the State's dominant Perpetual Easement for public right of way and public roadway purposes. Therefore, the landscaping planter cannot be placed over Lots 3, 4, and 5 unless a joinder and consent is obtained from the Ilikai Association of Apartment Owners. Hilton is informed that the Dewey Lane Improvements can be completed in accordance with Alternative 2 without the joinder and consent of the Ilikai Association of Apartment Owners. Hilton has attempted, without success, to obtain the joinder and consent of the Ilikai Association of Apartment Owners to Alternative 1 for the Dewey Lane Improvements.

Hilton also intends to install and construct certain water line improvements under the Public Right of Way, as shown in Attachment 6. The existing water pipeline that services the Ala Wai Yacht Harbor terminates on Ala Moana Boulevard, at the intersection of Ala Moana Boulevard and Dewey Lane. In order to service the Ala Wai Yacht Harbor after the completion of Hilton's development of the Waikikian Tower, the Board of Water Supply of the City and County of Honolulu (the "BWS") requires the installation and construction of additional water lines, including, without limitation, any and all connection points, pipelines, meters, pumps, conduits, and other equipment and appurtenances to provide water service, under the Public Right of Way, the exact location to be designated by the BWS (the "Water Line Improvements").

Hilton also intends to install and construct certain electrical improvements under the Public Right of Way in order to service the Grand Waikikian, and to service certain improvements to the Duke Kahanamoku Lagoon required by the Special Management Area Use Permit (File No. 2002/SMA-19) and the PD-R Permit (File No. 2002/SD-33). Hawaiian Electric Company ("HECO") requires the installation and construction of electrical lines and other equipment necessary to provide electricity, under the Public Right of Way as shown on Attachment 6, the exact location to be designated by HECO (the "Electrical Improvements").

The State and Hilton desire to enter into this Joint Use Agreement to reflect their mutual understandings, agreements and obligations relative to the integration and joint use of the Combined Lands for the construction and maintenance of the Dewey Lane Improvements, the Electrical Improvements and the Water Line Improvements.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the State and Hilton agree to the following:

1. Grant of Perpetual Easement for Roadway Purposes. Hilton hereby grants a perpetual easement over the Hilton Roadway Easement for public roadway purposes, in accordance with the terms of this Joint Use Agreement.

2. Reservation of Right to Grant Easements for Utility Purposes. Hilton hereby reserves, and the State hereby agrees to allow Hilton to reserve, a right to grant easements under the Hilton Roadway Easement for purposes of installing, constructing, maintaining, repairing, and replacing such lines and necessary equipment necessary for the provision of utility services.

3. Joint Use. The State hereby agrees to allow Hilton to enter upon the State Parcels and the Perpetual Easement in order to install and construct the Dewey Lane Improvements, the Water Line Improvements and the Electrical Improvements, in accordance with the terms of this Joint Use Agreement.

4. Construction of the Dewey Lane Improvements.

(a) Payment of Expenses. Hilton agrees, at its sole cost and expense, to construct, repair and maintain the Dewey Lane Improvements on the Combined Lands, pursuant to the terms and provisions of this Joint Use Agreement.

(b) Design Alternatives. Attachments 1 and 4 collectively constitute "Alternative 1" for the construction of the Dewey Lane Improvements. Attachments 2 and 5 collectively constitute "Alternative 2" for the construction of the Dewey Lane Improvements. The sole difference between Alternative 1 and Alternative 2 is that Alternative 1 provides for a landscaping planter on portions of Lots 3, 4 and 5 of the Perpetual Easement, as well as over portions of Lot 5-C-2 of the State Parcels, while Alternative 2 provides for a landscape planter located only on portions of Lot 5-C-2 of the State Parcels (and without a landscape planter on portions of Lots 3, 4 and 5 of the Perpetual Easement. Both the State and Hilton believe that construction of the Dewey Lane Improvements, in accordance with Alternative 1, would be the most aesthetically pleasing version of the Dewey Lane Improvements.

However, the State's dominant Perpetual Easement rights for public right of way and public roadway purposes over the Easement Parcels provides in the easement language that the easements can be used only for public right of way and public roadway purposes. Ownership of the Easement Parcels is subject to the Condominium Declaration for the Ilikai Apartment Building condominium. The Easement Parcels are common elements of the Ilikai Apartment Building condominium (subject to the State's dominant Perpetual Easement for

public right of way and public roadway purposes). The Easement Parcels, therefore, are under the control of the Association of Apartment Owners of the Ilikai Condominium. Hilton and the State are advised that the landscaping planter cannot be placed on Lots 3, 4 and 5 of the Easement Parcels without the joinder and consent of the Ilikai Association of Apartment Owners. However, Hilton and the State are advised that the Dewey Lane Improvements can be completed in accordance with Alternative 2 (i.e., without landscaping on Lots 3, 4 and 5 of the Easement Parcels) without the joinder and consent of the Ilikai Association of Apartment Owners. Hilton has attempted, without success, to obtain the consent of the Ilikai Association of Apartment Owners to Alternative 1 for the Dewey Lane Improvements.

(c) Authority to Construct. Because the State and Hilton desire that the Dewey Lane Improvements proceed without further delay, the State and Hilton agree that Hilton is authorized entry onto the Combined Lands to construct the Dewey Lane Improvements, in accordance with Alternative 2; provided, however, that if Hilton is able to obtain the joinder and consent of the Ilikai Association of Apartment Owners to the construction of the Dewey Lane Improvements in accordance with Alternative 1, then, upon obtaining such consent, Hilton shall be authorized to construct, and shall construct, the Dewey Lane Improvements in accordance with Alternative 1.

(d) Sidewalk. Hilton acknowledges and agrees that before Hilton receives its Certificate of Occupancy for its "Waikikian Tower," that is to be constructed adjacent to Dewey Lane, pursuant to Hilton's Special Management Area Permit, Hilton shall construct and maintain a sidewalk (the "Sidewalk") approximately 4 feet in width, which shall run roughly parallel to Dewey Lane, but over a "meandering course" so as to be aesthetically pleasing. The Sidewalk is to be built and maintained by Hilton at its sole cost and expense. The Sidewalk shall be open to the general public for pedestrian traffic between Ala Moana Boulevard and Holomoana Street. The plans and details for the Sidewalk shall be mutually agreed upon by Hilton and the State. The parties hereby acknowledge and agree that the Sidewalk contemplated herein does not interfere with that certain subterranean culvert easement reserved by the State of Hawaii pursuant to that certain Indenture and Deed from the Territory of Hawaii dated September 25, 1955 and filed in the Land Court of the State of Hawaii as Document Nos. 180267 & 180268, which easement affects that certain real property identified as the 29,374 sq. ft. Lot shown on Map 1 of Land Court Application ("LCA") No. 1716 and also known as TMK (1) 2-6-9-10 and described as Easement "A."

5. Right of Entry for the Dewey Lane Improvements. The State hereby grants Hilton a continuing Right of Entry upon the Combined Lands to install, construct, maintain, repair and replace the Dewey Lane Improvements.

6. Right of Entry for the Electrical Improvements and the Water Line Improvements.

(a) Right of Entry. Hilton and/or its agents shall have the right to come onto the Public Right of Way to install and construct the Electrical Improvements and the Water Line Improvements (the "Utility Right of Entry"). Hilton may construct the Electrical

Improvements and the Water Line Improvements pursuant to the plans and specifications approved by the State and by HECO and the BWS, respectively. Hilton shall be solely responsible for all costs and expenses incurred in connection with the installation and construction of the Electrical Improvements and the Water Line Improvements, including but not limited to, all design, planning, engineering, and construction costs and expenses. Upon completion of the installation and construction of the Electrical Improvements and the Water Line Improvements, Hilton shall remove therefrom all equipment and unused or surplus materials, if any, and shall restore the Public Right of Way and any other affected areas to a condition satisfactory to the State.

(b) Easements. It is the intent of the parties that upon completion of the construction and installation of the Water Line Improvements and the Electrical Line Improvements that the Utility Right of Entry shall terminate and that the State shall grant a non-exclusive, perpetual easement (1) to the BWS for the purposes of operating, maintaining, repairing, and replacing the Water Line Improvements and (2) to HECO for the purposes of operating, maintaining, repairing, and replacing the Electrical Improvements. The grant of easement will be consummated in a formal agreement between the State and the BWS for the Water Line Improvements and between the State and HECO for the Electrical Improvements.

7. Inspection. Hilton shall allow the State to enter upon and inspect the condition of the Dewey Lane Improvements. Hilton agrees to repair any defects found by the State within thirty (30) days after receipt of written notice from the State that such defects exist; provided that, if such defects are not susceptible to being corrected within thirty (30) days, with reasonable diligence, then Hilton shall be entitled to such time as is reasonably necessary to cure such defects, so long as Hilton diligently commences the correction of such defects within such thirty (30) day period and continues to diligently pursue completion of those corrections.

8. Indemnification.

(a) Hilton shall indemnify and hold the State harmless from any claim or demand by third persons for loss or damage, including claims for property damage, personal injury or wrongful death, arising out of any accident or incident occurring on or relating to the construction or use of the Dewey Lane Improvements. Hilton shall reimburse the State for any reasonable attorneys' fees and/or other costs incurred by the State in connection with such claims or demands.

(b) Hilton shall indemnify and hold the State harmless from any claim or demand by third persons for loss or damage, including claims for property damage, personal injury or wrongful death, arising out of any accident or incident occurring on or relating to the construction of the Electrical Improvements and the Water Line Improvements. Hilton shall reimburse the State for any reasonable attorneys' fees and/or other costs incurred by the State in connection with such claims or demands.

9. Insurance.

Hilton shall procure and maintain, at its own cost and expense, in full force and effect, commercial general liability insurance, in an amount acceptable to the Chairperson of the Board of Land and Natural Resources with an insurance company or companies licensed to do business in the State of Hawaii. The policy or policies of insurance shall name the State of Hawaii as an additional insured. The insurance shall cover the Dewey Lane Improvements.

Prior to entry upon the State Parcels or the Perpetual Easement for purposes of construction, or within fifteen (15) business days after the date of this Joint Use Agreement, whichever is sooner, Hilton shall furnish the State with a certificate showing the insurance policy to be initially in force and furnish a like certificate upon each renewal of the policy. This insurance shall not be cancelled, limited in scope of coverage, or nonrenewed until sixty (60) days after written notice of such cancellation, limitation or nonrenewal has been given to the State.

The State shall retain the right at any time to review the coverage, form, and amount of the insurance. If, in the opinion of the State, the insurance provisions of this Joint Use Agreement do not provide adequate protection for the State, the State may require Hilton to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The State's requirements shall be reasonable but shall be designed to assure protection for and against the kind and extent of risks which exist at the time a change in insurance is required. The State shall notify Hilton in writing of changes in the insurance requirements and Hilton shall deposit copies of the acceptable insurance policy or certificate thereof, with the State incorporating the changes within thirty (30) days after receipt of the notice.

The procuring of the required policy of insurance shall be construed neither to limit Hilton's liability under this Joint Use Agreement nor to release or relieve Hilton of the indemnification provisions and requirements of this Joint Use Agreement. Notwithstanding the policy of insurance, Hilton shall be obligated for the full and total amount of any damage, injury, or loss caused by Hilton's negligence or neglect connected with this Joint Use Agreement. It is agreed that any insurance maintained by the State will apply in excess of, and not contribute with, insurance provided by Hilton's policy.

10. Compliance with Laws. Hilton shall, at all times and its own cost and expense, observe, perform and comply with all laws, ordinances, rules and regulations of all governmental authorities now or at any future time applicable to the Dewey Lane Improvements, including, without limiting the generality of the foregoing, the Americans with Disabilities Act of 1990 and all regulations promulgated with respect thereto, as well as any other laws, ordinances, rules and regulations imposing any requirements that the Dewey Lane Improvements be made accessible to persons with disabilities; and, indemnify the State of Hawaii against all actions, suits, damages and claims by whomsoever brought or made by reason of the nonobservance or nonperformance of any of said laws, ordinances, rules and regulations or of this covenant.

11. Approval. Neither Hilton, nor the State, shall unreasonably withhold approval whenever required pursuant to this Agreement.

12. Notices. Any notice required or permitted to be given hereunder shall be in writing, given by personal delivery or by first class mail, postage prepaid. Notice to Hilton shall be delivered or addressed to the address stated above. Notice to the State of Hawai'i shall be delivered or addressed to the Chairperson of the Board of Land and Natural Resources at 1151 Punchbowl Street, Room 130, Honolulu, Hawai'i 96813. Mailed notices shall be deemed given upon actual receipt, or two business days following deposit in the mail, postage prepaid, whichever occurs first. Either party may by notice to the other specify a different address for notice purposes.

13. Binding Effect. This Agreement shall be binding upon the parties, their successors and assigns.

14. Severability. The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the enforceability of any other provision of this Agreement, all of which shall remain in full force and effect.

15. Governing Law. This Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Hawaii.

16. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, but all of which, when taken together, shall constitute one Agreement. Duplicate, unexecuted counterpart pages may be discarded and the remaining pages assembled as one document.

17. Covenants Running With the Land. The obligations and rights under this Joint Use Agreement shall be deemed to be covenants running with the State Parcels, the Perpetual Easement, Lot B and Lot X.

18. Filing and/or Recordation. Either the State or Hilton may record this Joint Use Agreement on Transfer Certificate of Title No. 12,829, Transfer Certificate of Title No. 85,450 or Transfer Certificate of Title No. 550,224 in the Bureau of Conveyances of the State of Hawaii. Either party may replace oversized attachments to originals of this agreement with reduced or enlarged copies of the attachments, as necessary, to meet the recordation and/or filing requirements of either or both the Bureau of Conveyances of the State of Hawaii and/or the Land Court of the State of Hawaii.

19. Defined Terms. Terms defined within this Joint Use Agreement are indicated by initial capital letters and, for the purposes of this Joint Use Agreement, shall be deemed to have their meanings as defined for all purposes of this Joint Use Agreement. The same terms used without initial capital letters shall have the meanings ascribed to them in everyday common parlance.

IN WITNESS WHEREOF, the STATE OF HAWAII, by its Department of Land and Natural Resources, has caused the seal of the Department of Land and Natural Resources to be hereunto affixed and the parties hereto have caused these presents to be executed effective as of the day, month and year first written above.

APPROVED AS TO FORM:

STATE OF HAWAII

BY THE BOARD OF LAND AND NATURAL
RESOURCES

Deputy Attorney General

By: _____
Peter T. Young
Its Chairperson

Date: _____

HILTON HAWAIIAN VILLAGE LLC

By: _____
Name: _____
Its: _____

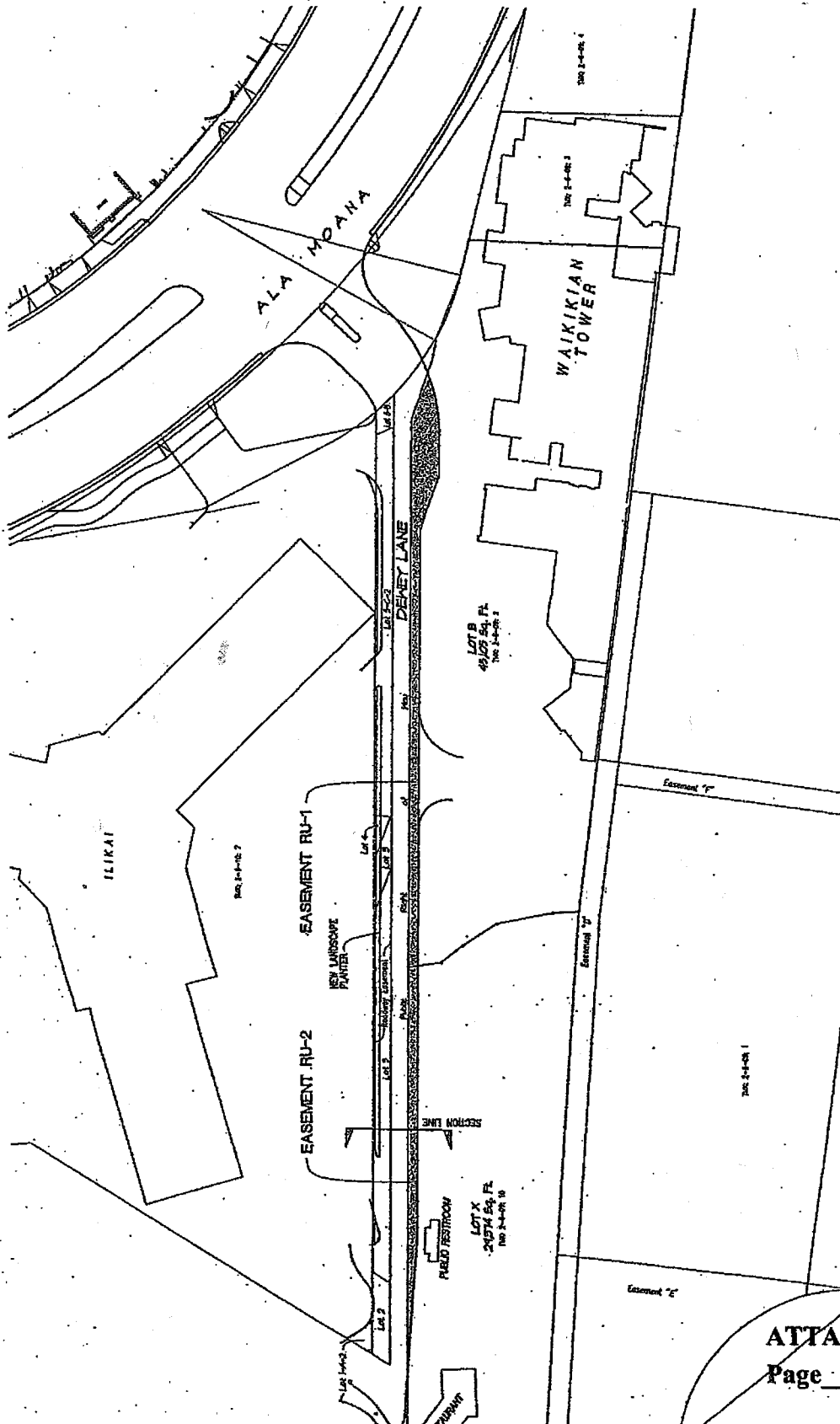
STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU)

SS.

On this _____ day of _____, 2005, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is the _____ of HILTON HAWAIIAN VILLAGE LLC, a Hawaii limited liability company, and who executed the foregoing instrument on behalf of said company, and acknowledged that he/she executed the same as his/her free act and deed on behalf of said company.

Printed Name
Notary Public, State of Hawaii

My commission expires: _____



ATTACHMENT 7
Page 10 of 18

COMPOSITE MAP SHOWING PROPOSED DEWEY LANE IMPROVEMENTS WITH
LANDSCAPING ON PORTIONS OF LOT 3, LOT 4, LOT 6 AND LOT 5-C-2
SCALE: 1" = 30'

ATTACHMENT 1
Page 1 of 1



Hilton
Hawaiian Village

COMPOSITE MAP SHOWING
PROPOSED DEWEY LANE
IMPROVEMENTS WITH
LANDSCAPING ON PORTIONS
OF LOT 3, LOT 4, LOT 5
AND LOT 5-C-2

HILTON HAWAIIAN VILLAGE
WAIKIKI, HONOLULU, HAWAII
TAX MAP KEY: 2-05-08: 2 & 11

The original size of this drawing is 30" x 42".

City of Honolulu, Department of Planning
1111 Kalia Road, Suite 200
Honolulu, Hawaii 96813
Phone: (808) 521-2200
Fax: (808) 521-2201

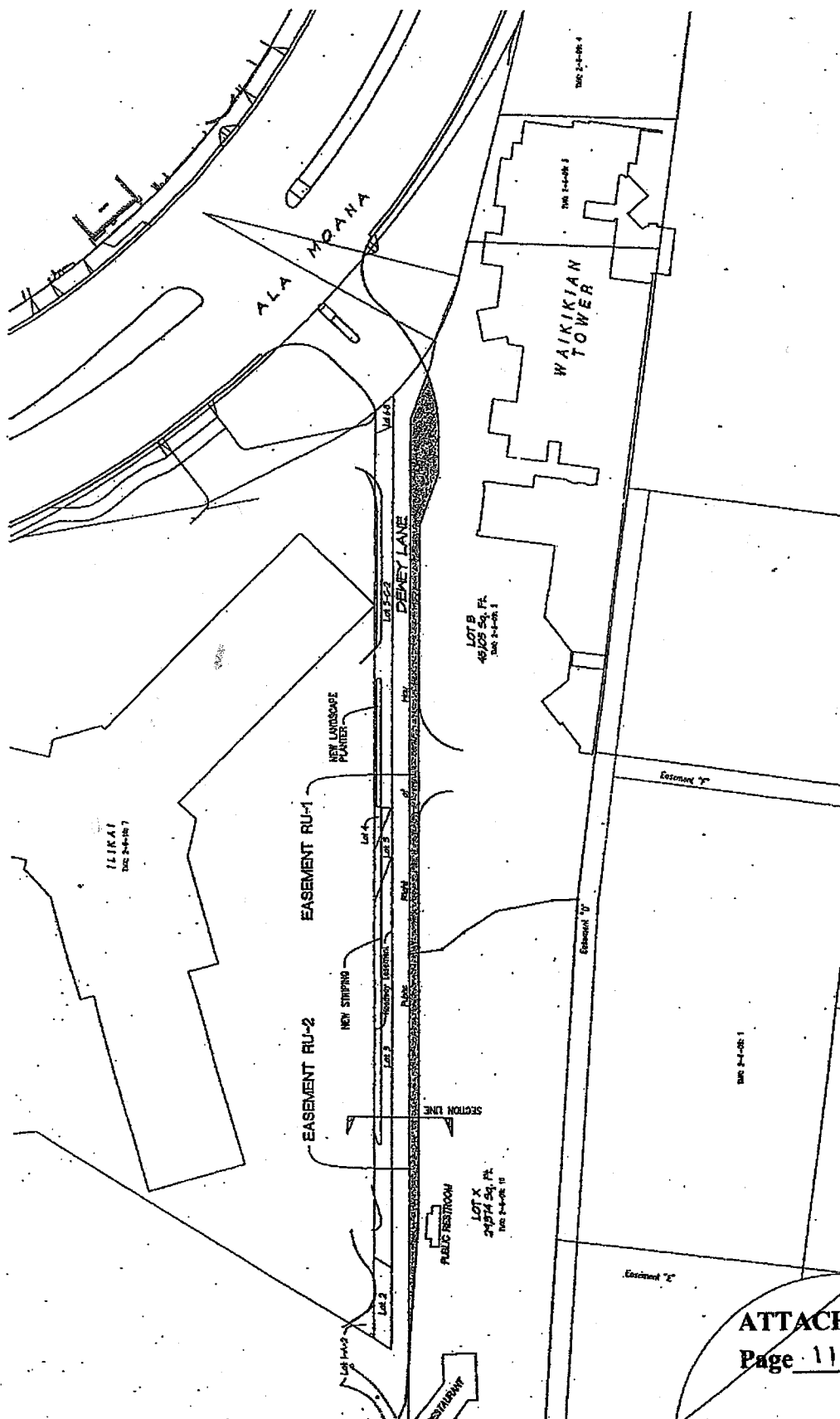
Consent:

Project Number:

Date: 16 NOV. 20

Revised:

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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ATTACHMENT 2
Page 1 of 1

COMPOSITE MAP SHOWING PROPOSED DEWEY LANE IMPROVEMENTS
WITH LANDSCAPING ON PORTIONS OF LOT 6-C-2 ONLY
SCALE 1" = 30'



Hilton
Hawaiian Village

COMPOSITE MAP SHOWING
PROPOSED DEWEY LANE
IMPROVEMENTS WITH
LANDSCAPING ON PORTION
OF LOT 6-C-2 ONLY

HILTON HAWAIIAN VILLU
WAIKIKI, HONOLULU, HAWAII
1st MAP KEY: 2-05-09: 1 & 2

Wilson & Associates, Inc.
2115 Kalia Road, Suite 200
Honolulu, Hawaii 96815
Telephone: 735-1111
Fax: 735-1112

Consultant

Project Number: 16 NOV. 2

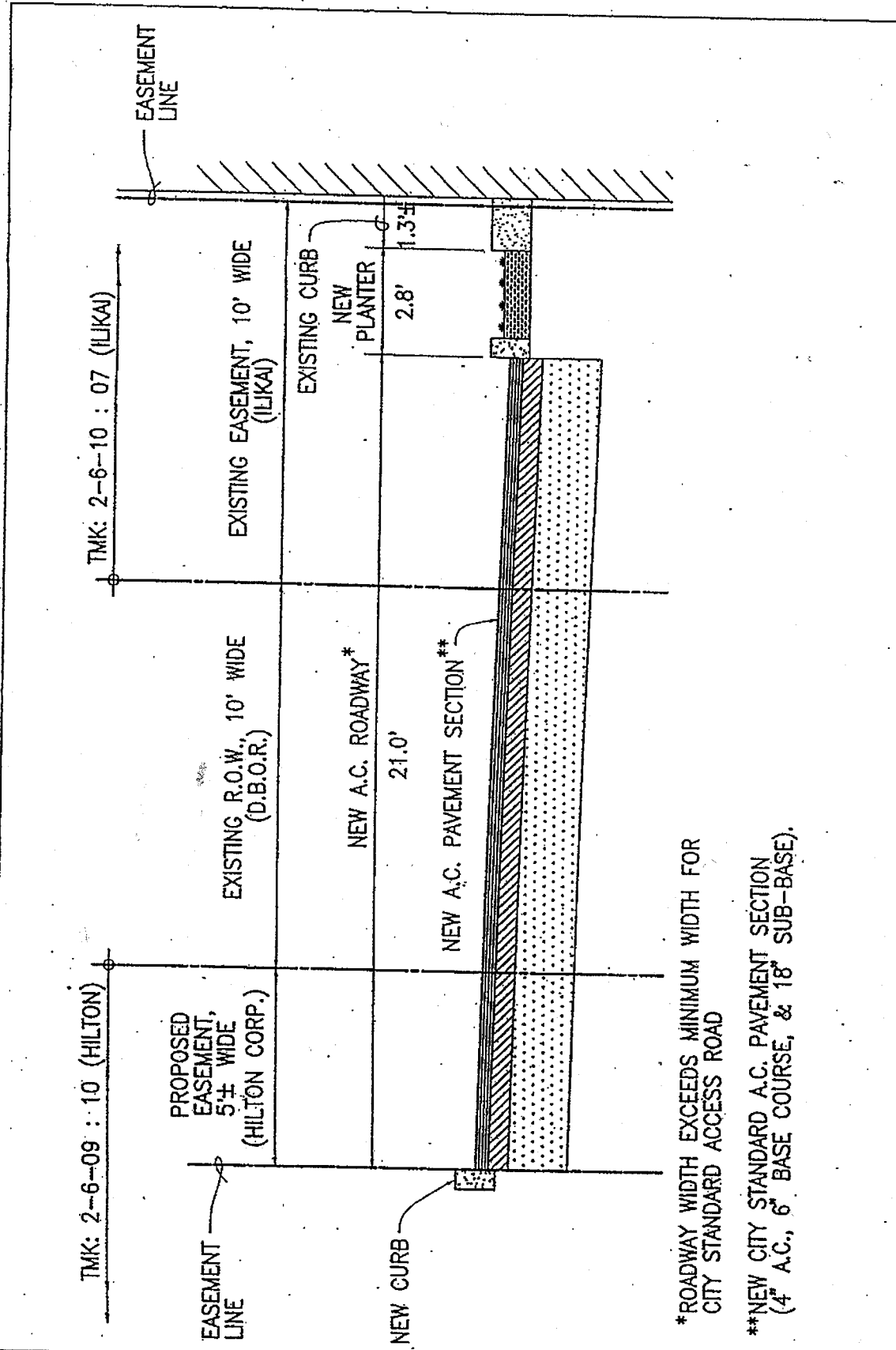
Date: 16 NOV. 2

Revisions

The official size of this drawing is 36" x 48".

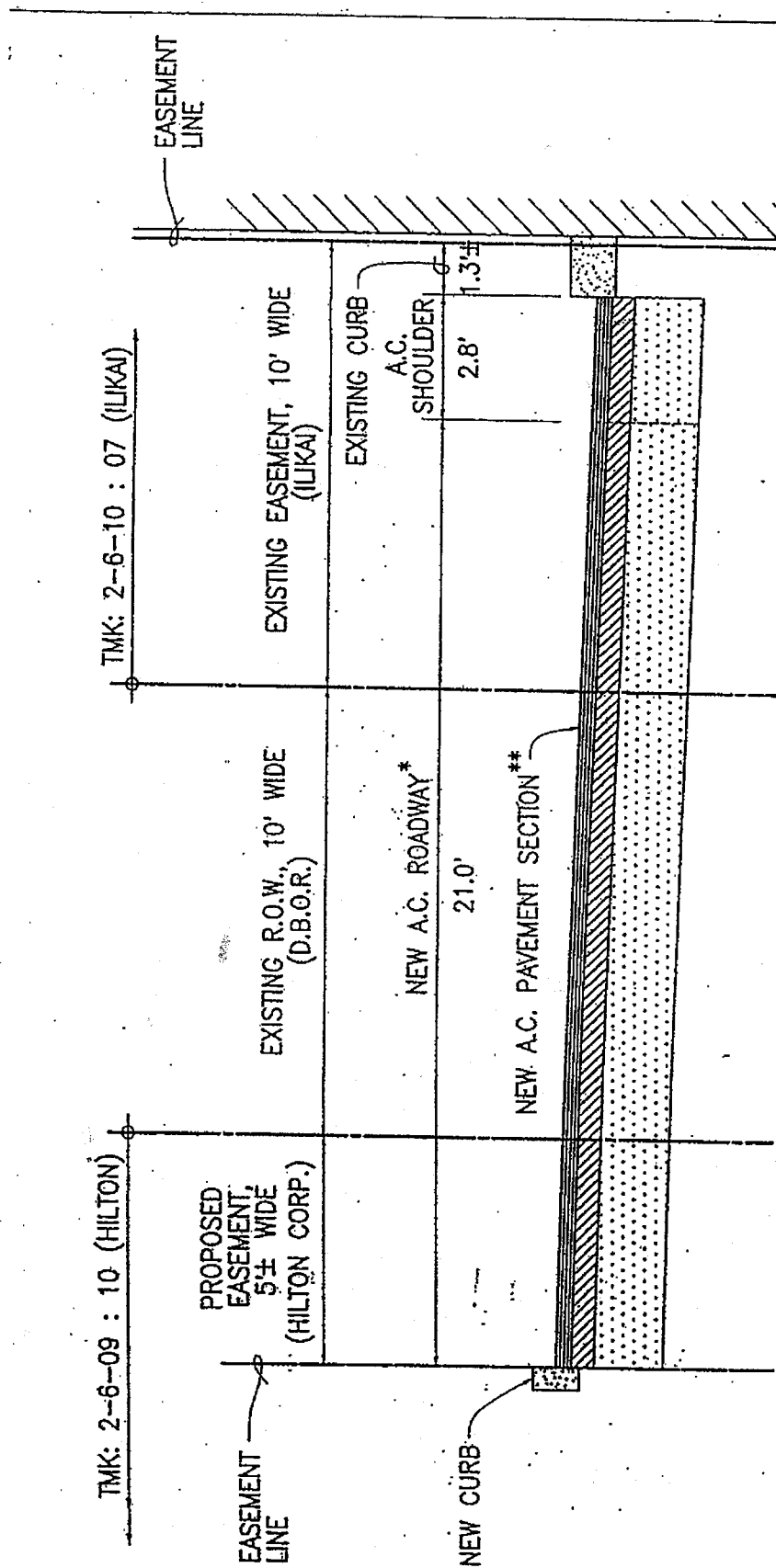
GRAPHIC SCALE
0 30 60

ATTACHMENT 7
Page 11 of 18



CROSS-SECTION (WITH LANDSCAPING ON PORTIONS OF THE PERPETUAL EASEMENT)

NOT TO SCALE



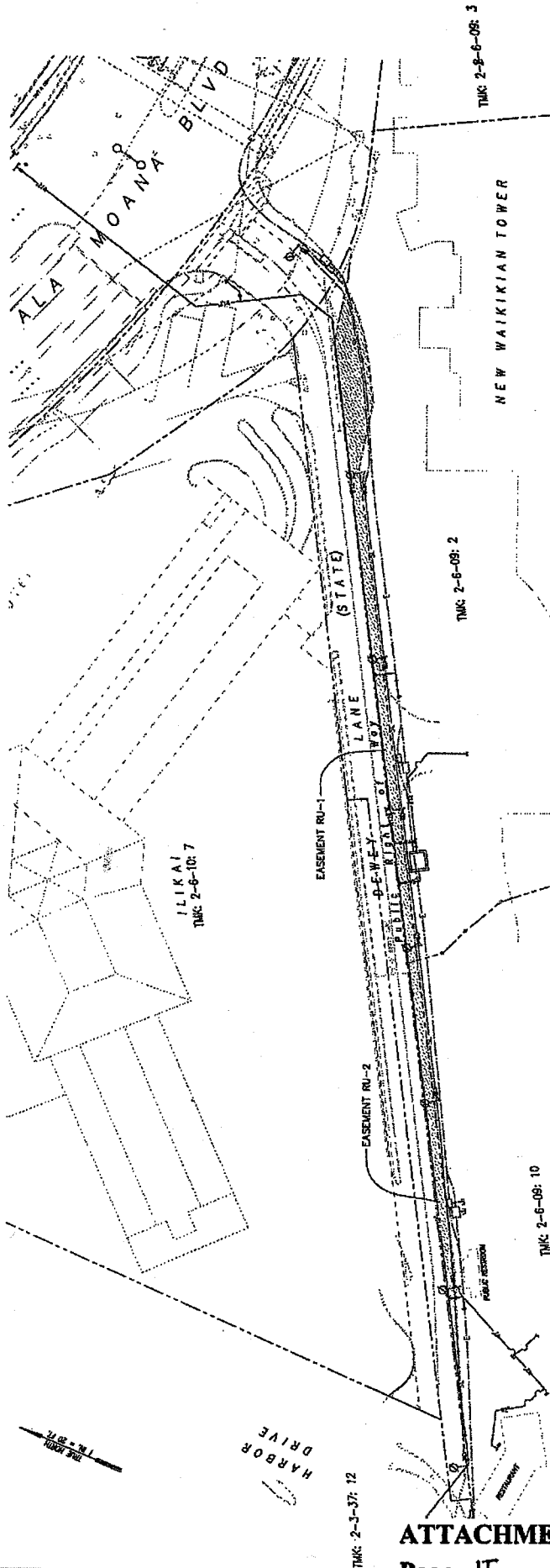
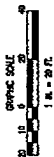
*ROADWAY WIDTH EXCEEDS MINIMUM WIDTH FOR CITY STANDARD ACCESS ROAD

**NEW CITY STANDARD A.C. PAVEMENT SECTION (4" A.C., 6" BASE COURSE, & 18" SUB-BASE).

CROSS-SECTION (WITHOUT LANDSCAPING ON PORTIONS OF THE PERPETUAL EASEMENT)

NOT TO SCALE

HILTON WAIKIAN DEVELOPMENT COMPOSITE UTILITY PLAN AT DEWEY LANE



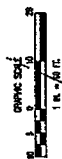
ATTACHMENT 7
Page 15 of 18

LEGEND:

- ____ W12" New Water Line
- ____ SL New Street Light
- ____ E New Elec/Tel Ductline

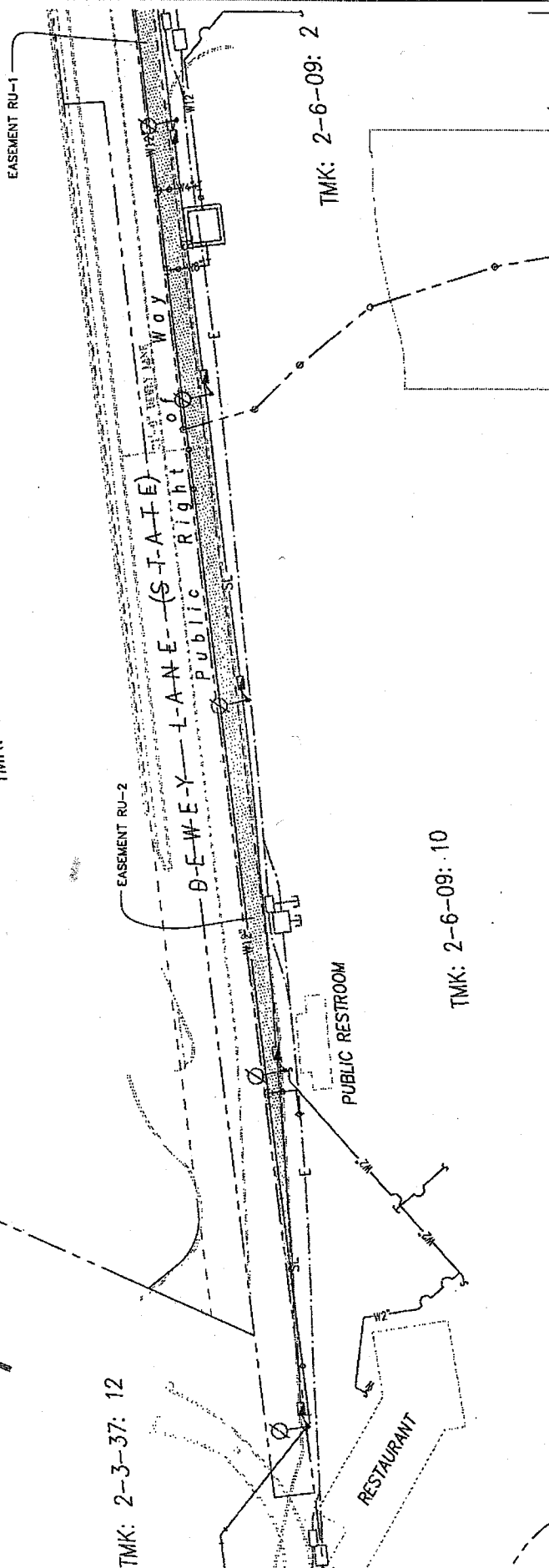
ATTACHMENT 6
Page 1 of 4

HILTON WAKIKIAN DEVELOPMENT COMPOSITE UTILITY PLAN AT DEWEY LANE



HARBOR DRIVE
1" = 10' HORIZ.
1" = 6' VERT.

TMK: 2-6-10: 7



TMK: 2-3-37: 12

TMK: 2-6-09: 10

TMK: 2-6-09: 2

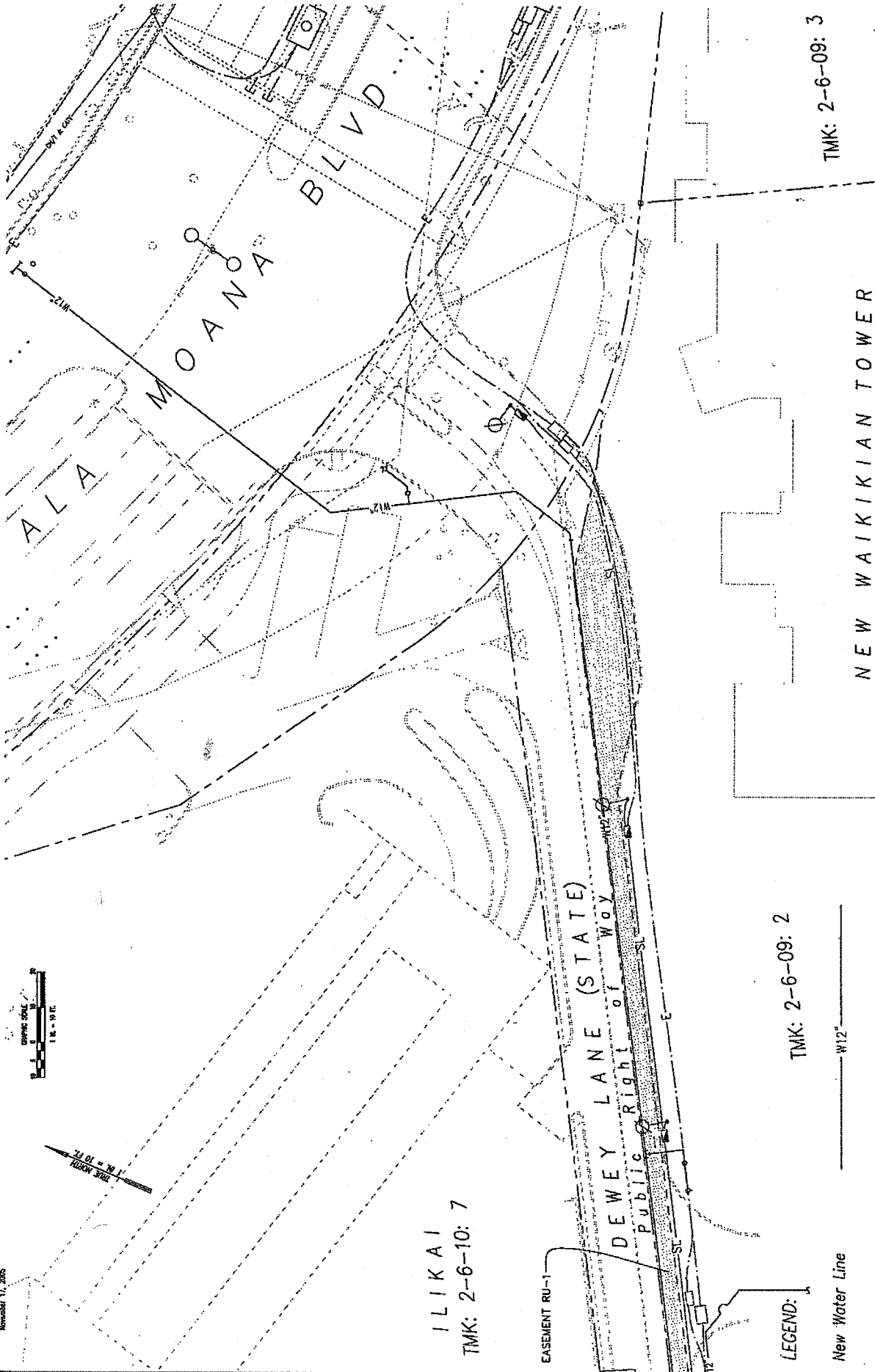
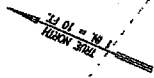
LEGEND:

- ____ W12" _____ New Water Line
- ____ SL _____ New Street Light
- ____ E _____ New Elec/Tel Ductline

ATTACHMENT 6
Page 2 of 4

SHEET 1

HILTON WAIKIKIAN DEVELOPMENT
COMPOSITE UTILITY PLAN AT DEWEY LANE



ILIKAI
TMK: 2-6-10: 7

TMK: 2-6-09: 2

TMK: 2-6-09: 3

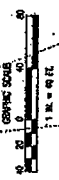
LEGEND:

- New Water Line ——— W12"
- New Street Light ——— SL
- New Elec/Tel Ductline ——— E

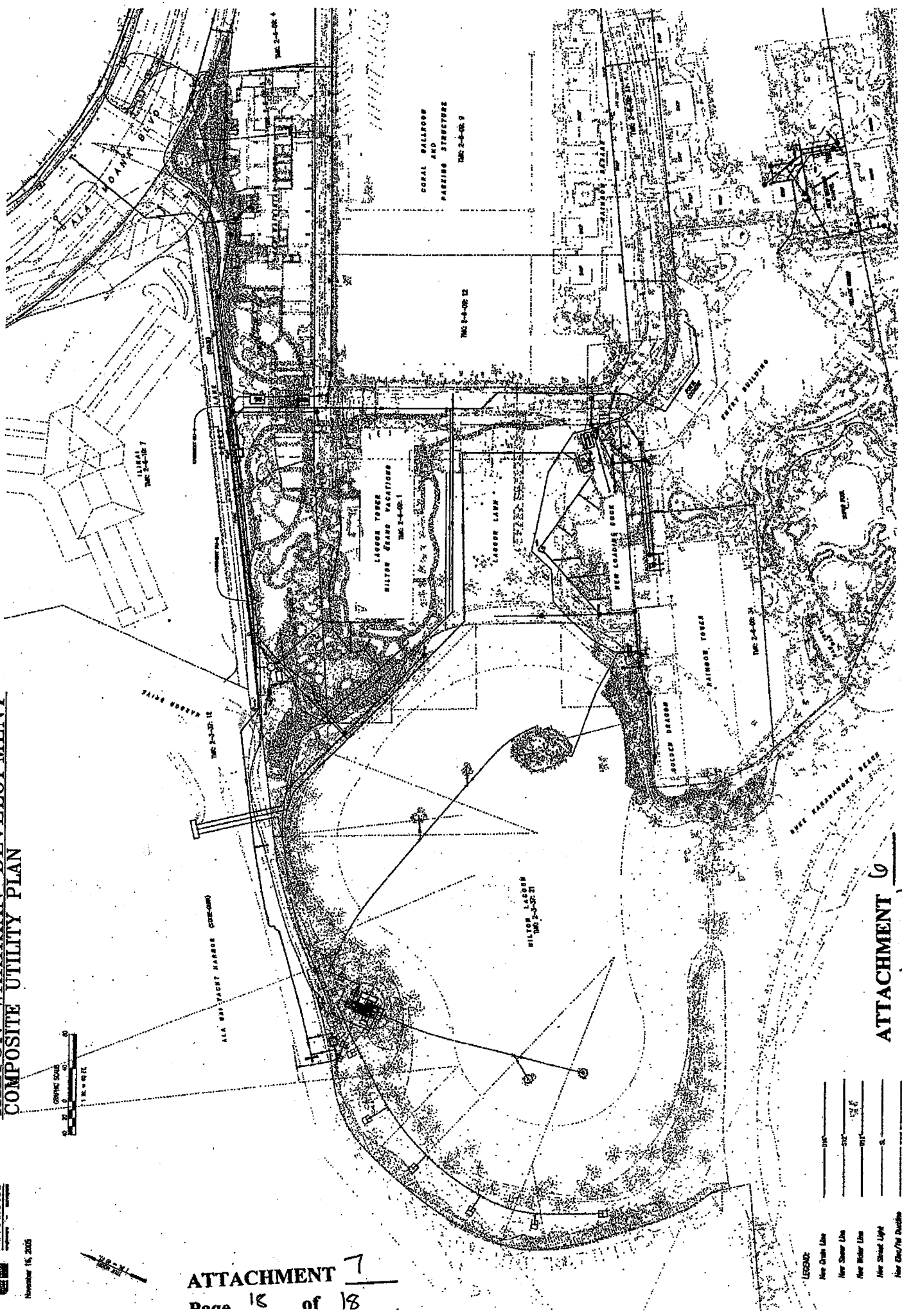
NEW WAIKIKIAN TOWER

SHEET 2

HILTON WAKIKIAN DEVELOPMENT COMPOSITE UTILITY PLAN



ATTACHMENT 7
Page 15 of 18



LEGEND:

10"	New Drain Line
12"	New Storm Line
18"	New Water Line
24"	New Sewer Line
36"	New Storm Light
48"	New Gas/Water Main
60"	New Pump Station

ATTACHMENT 6
Page 4 of 4